AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY (Northwestern District - Oregon Division)

and the

UNITED TRANSPORTATION COMPANY (C & T Divisions)

MILEAGE ALLOWANCE FOR USE OF PERSONAL AUTOMOBILE DEADHEADING ON COMPANY BUSINESS

To facilitate the deadheading of road extra men, particularly in those areas where adequate train or bus service is not available,

IT IS AGREED:

Section 1. Subject to his acquiring adequate liability insurance to save harmless the Company (minimum property damage \$10,000; public liability \$100,000-\$300,000), an extra trainman (conductor or brakeman) required by the Company to deadhead to and/or from an outlying point to protect the service pursuant to the applicable rules of the agreement may be authorized by the Company to use his personal automobile for transportation and shall be compensated therefor at the mileage rate established by the Company (currently 14¢ per mile) for actual miles driven, calculated for the shortest direct highway route between the two (2) points.

Section 2. An extra trainman who refuses to use his personal automobile in accordance with Section 1 hereof shall be considered as laying off on call and will be required to either relieve the trainman sent in his stead, at his own expense without mileage allowance, or will not be marked up for further service until the extra man sent in his stead has returned to the extra board.

Section 3. Trainmen receiving a driving allowance pursuant to this agreement shall be required to mark up on the extra board within twelve (12) hours from the time released from duty at the outlying point.

Section 4. When practicable, calls for deadheading to outlying points will be made sufficiently in advance of the on-duty time of the vacancy for which sent to permit use of Carrier provided or common carrier transportation to insure a minimum of eight (8) hours rest at the outside point prior to the on-duty time of said vacancy.

Section 5. In the application of Section 1, employes requesting authority to drive their personal automobiles will be required to furnish the Company evidence of insurance coverage.

Section 6. This agreement shall be effective June 1, 1976 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect ten (10) days after written notice is served by either party upon the other of desire to so terminate. Upon termination, rules and practices in effect prior to June 1, 1976 shall be restored in their entirety.

Dated at Portland, Oregon this 13th day of May, 1976.

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS
NORTHWESTERN DISTRICT

J. E. COOK
DIRECTOR OF LABOR RELATIONS
E. O. MORLOK
ASSISTANT DIRECTOR OF LABOR RELATIONS



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Mr. E. E. Smith General Chairman, BLE 5131 S. W. Orchid Street Portland, Oregon 97219 Mr. J. H. Watson General Chairman, UTU C&T 936 S. E. Ankeny Street Portland, Oregon 97214

Gentlemen:

Subsequent to the consumation of the agreement providing for payment of a mileage allowance to extra men who are authorized and required to use their personal automobiles deadheading on company business, the question arose with respect to such an employe who deadheads to an outlying point in his personal automobile, works back to the extra board point, and must then retrieve his auto from the outlying point.

To cover such a situation, the following amendment to this agreement is proposed:

"A trainman or engineer who drives his automobile deadheading to an outlying point for service and subsequently works back to the extra board point, will be paid an additional fifty (50) miles for returning to the outlying point to retrieve his automobile if the distance is fifty (50) miles or less and one hundred (100) miles if the distance is in excess of fifty (50) miles."

It is also agreed that the provisions of this agreement are hereby extended to cover extra men deadheading to outlying points to protect yard service.

As an indication that the above meets with your approval, please sign below all copies of this letter returning the original and three signed copies to the undersigned and retain one signed copy for your record.

Yours truly,

E Cosh

APPROVED:

General Chairman, BLE

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General Chairman, UTO CET