

**MEMORANDUM OF AGREEMENT  
#2112019629**

**between the  
UNION PACIFIC RAILROAD COMPANY  
For the Territory (Northwestern District)  
Oregon Division**

**and the**

**UNITED TRANSPORTATION UNION**

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**ENGINEER SELECTION PROCESS**

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Effective on the date of implementing the new Northwest Consolidated Seniority District under Memorandum of Agreement #2112019683, the following procedures and conditions will hereafter prevail with respect to the selection process of trainmen to engine service.

**ARTICLE I  
DEFINITIONS**

- A. The term "pre-85 trainman" as used in this Agreement is an employee who was hired as a trainman/yardman prior to November 1, 1985.
- B. The term "post-85 trainman" as used in this Agreement is an employee who was hired as a trainman/yardman after October 31, 1985.
- C. The term "UTU Seniority" as used in this Agreement is the employee's service date as a trainman/yardman.
- E. The term "voluntary" as used in this Agreement are all employees who voluntarily elect promotion to engine service. Selection of these employees will be in seniority order, subject to the employees' fitness and ability criteria as set forth in arbitration awards.
- F. The term "involuntary" as used in this Agreement are post-85 trainmen who are forced to engineer promotion.

**ARTICLE II**  
**POSTING PROCESS FOR NEW ENGINEER POSITIONS**

The Carrier will maintain adequate levels of trainmen to meet the needs of service, including promotion to engine service. The following steps will be applied in the selection process of trainmen/yardmen for promotion to engine service:

- A. (1) When it is Carrier's desire to provide engineer promotions, a notice will be issued at least sixty (60) days in advance of the anticipated class start. The notice will indicate the number of engineer promotions needed within each engineers applicable seniority district to include the locations within such district. The notice will also indicate the time of the anticipated start of the engineer promotion class.
- (2) Carrier will post this notice to all trainmen within the affected UTU seniority zone on all bulletin boards and through the use of computer screens. Additionally, a copy of this notice will be provided to the General Chairman.
- B. The notice of posting will be made available for a period of thirty (30) days after which a listing will be issued of those potential candidates in UTU seniority order. This listing will be furnished to the General Chairman.
- C. Employees voluntarily requesting engineer promotion must issue their request in writing or by other agreeable means to the designated Carrier Supervisor with a copy to the employee's Local Chairman within the thirty (30) day posting period prescribed in Section B of this Article.
- D. Subsequent to the posting of potential candidates by Engineer Seniority Districts, such listing will be open for correction of errors for a period of fifteen (15) calendar days. Upon proper documentation during this time period, corrections will be made by agreement between the Organization's Local Chairman and Carrier's Crew Management (CMS) Supervisor. Any unresolved disputes will thereafter be handled by the Organization's General Chairman and Labor Relations.
- E. All pre-85 and post-85 trainmen within the applicable Zone will be permitted to apply voluntarily for engineer promotion on any or all of the Engineers Seniority District listings within that Zone.

**NOTE:** Section A(1) stipulates the Notice must indicate the "anticipated class start". In this regard, it is understood that after assignments are made for a class, should this anticipated class date be delayed more than sixty (60) days from the original date, the class and assignments will be considered cancelled.

Each applicant, along with the Local and General Chairman, will be advised in writing of the cancellation.

### **ARTICLE III**

#### **SELECTION PROCESS**

- A. (1) The selection of employees will be in seniority order. Employees who are not selected will be so notified as to the reason(s) with a copy provided to the Organization's General Chairman.
- (2) If an employee who was not selected disagrees with Carrier's decision, such employee must file a claim with the General Chairman and the Carrier's highest designated officer in Labor Relations no later than fifteen (15) days from the date such employee was notified under Subsection (1) above.
- (3) If Labor Relations and the General Chairman cannot agree whether the Carrier's selection criteria was properly applied, the matter will be progressed to arbitration for final and binding resolution. An arbitration board and the scheduled hearing date must be adopted within sixty (60) days from the date said trainman was not selected. If issues pertaining to the employee not being selected are not progressed as set forth within this time frame, the Carrier's decision will stand. Arbitration of issues pursuant to this Section A will be limited to the criteria employed by the Carrier in not accepting an employee's voluntary application, or its application of those criteria.
- B. (1) Post-85 trainmen who volunteer for promotion to engine service and who do not satisfy the applicable engineer selection criteria, and were therefore not selected for promotion to engineer service, will not for a period of one (1) year, be involuntarily promoted (forced) to engine service unless the employees satisfy, at the time they are involuntarily selected for promotion to engine service, the applicable engineer selection criteria. Similarly, those post-85 employees whose voluntary applications were not accepted and whose cases are pending an arbitration award pursuant to Section A, will also not be forced to engine service unless the employees satisfy, at the time they are subsequently involuntarily select for promotion to engine service, the applicable engineer selection criteria.

- (2) Post-85 employees who do not voluntarily apply for promotion to engine service, and who do not satisfy the applicable engineer selection criteria at the time such employees are involuntarily selected (forced) for promotion will terminate all seniority and service rights with the Carrier in accordance with Article XIII, Section 4, Subparagraph 3 of the 1985 National Mediation Agreement Case No. A-11471.
- C. In the event the needs for engine service employees are not met with voluntary applications, Carrier may then force in reverse seniority order actively employed (excluding furloughed) post-85 trainmen, first to those employees holding seniority and working in the engineers seniority district in question followed in the absence of such employees to post-85 trainmen working in the applicable zone. Post-85 trainmen will not be permitted to decline promotion and failure to accept or failure to pass engineer promotion will terminate all service and seniority with the Carrier in accordance with the applicable agreements.
- NOTE:** Post-85 trainmen with a UTU prior rights seniority district will not be forced to engine service outside of their district unless such employees at the time of call for promotion are working in the engineers seniority district in question.
- D. It is also understood nothing in this Article restricts Carrier's right to transfer engineers from one seniority district to another and should an engineer so transfer and not have a trainman seniority on the Zone, the engineer if so desired, must request a seniority date transfer through the UTU Organization(s).

#### **ARTICLE IV** **CATEGORIES**

This Agreement establishes the following two (2) categories of train service employees for promotion to engineer:

### **Seniority as a Trainman**

"Pre-85 Trainman"

"Post-85 Trainman"

### **Promotion Guidelines**

- Voluntary - within the applicable UTU Zone.
- Voluntary - within the applicable UTU Zone. Furloughed employees are not applicable.
- Involuntary - May not decline promotion. Actively employed trainmen can be forced in reverse seniority order for engineer promotion on the Zone. Furloughed employees are not applicable.

## **ARTICLE VI RELINQUISHING TRAINING**

- A. Pre-85 trainmen selected for engineer promotion may subsequently decline the training up to seventy-two (72) hours after receipt of their engineer training packets which were mailed by Carrier. Once the seventy-two (72) hours have expired the employees will not be permitted to relinquish engineer training.
- B. Post-85 trainmen who voluntarily apply and are selected for engineer promotion will be granted the same rights as outlined in Section A above unless such would result in their involuntary assignment.

## **ARTICLE VII GENERAL**

- A. Engineers seniority ranking will be established in the order of the employees UTU seniority ranking, within the promotion class.
- B. It is understood and agreed that employees who are selected for promotion, voluntarily or involuntarily, may have such promotion class deferred if such employees are on an authorized Medical Leave. The employee's ranking for engineer's seniority will not be altered as a result of medical leave.
- C. Pre-85 trainmen who accept promotion and are unable to satisfactorily complete the training program will not again be permitted to apply for promotion for a period of three (3) years.


- D. In executing this Memorandum of Agreement, the parties clearly understand that it is without prejudice to either of its positions with respect to the obligations set forth in Article XIII, Section 4(4) of National Mediation Agreement, Case A-11471 dated October 31, 1985.
- E. Where any current rules, agreements and/or practices are in effect which conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.
- F. This Memorandum of Agreement will become effective December 17, 1996, and may be canceled by either party in the future with the serving of a one hundred and eighty (180) day advance notice upon the other. Once such notice is served, the General Chairman and Labor Relations will meet within sixty (60) days thereafter to review the reason(s) for cancellation and if the parties cannot resolve the issue(s) this Agreement will thereafter terminate under the provisions set forth herein.

This Agreement was signed December 17 1996.

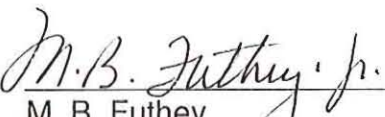
**FOR THE  
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General Chairman

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