

LETTER OF
UNDERSTANDING
#2109249377

between the
UNION PACIFIC RAILROAD COMPANY

for the territory
OREGON DIVISION
NORTHWEST DISTRICT

and the
UNITED TRANSPORTATION UNION

LEAVE OF ABSENCE - UNION BUSINESS

In reference to the parties discussions, as well as your Organization's June 18, 1993 letter, concerning a proposed understanding to permit local union officers or representatives assigned to pool freight turns to remain first-out while on leave conducting official union business, the following is agreed:

- (1) Union representatives assigned to pool turns who are on leave for official union business will be permitted to continue to hold their respective turn in such pool. If the representative(s) pool turn attains the first-out position, he/she shall continue to retain such first-out position and will be called for the next service to which entitled after completion of union business and marking up for service.
- (2) It is understood that the union positions for which this understanding is intended are:
 - A. . . Local Chairman
 - B. . . Local President
 - C. . . Local Secretary
 - D. . . Local State Legislative Representative

This understanding shall be effective November 1, 1993 and thereafter, subject to the condition that it shall automatically terminate and be of no further force of effect fifteen (15) days after written notice is served by either party upon the other to do so. In the event of termination, rules or practices changed hereby will be restored in their entirety.

Signed this 6th of October, 1993.

FOR THE
UNITED TRANSPORTATION UNION:



L. L. Nelson
General Chairman UTU (C)

FOR THE
UNION PACIFIC RAILROAD COMPANY:



L. A. Lambert
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

June 8, 1990



Files: 380.10-4:
560.30-6

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, Oregon 97214

Dear Sir:

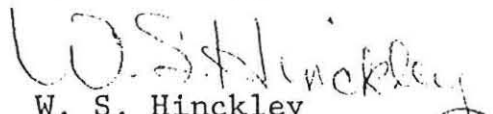
This refers to our discussions concerning the Guaranteed Extra Board provisions of the Modified Crew Consist Agreements recently entered into in each of the Oregon Division Seniority Districts.

It was agreed that Union Representatives (names and positions to be provided by the Local Committee of Adjustment to CMS) who lay off for Union business would be subject to the penalties set forth concerning the amount the employee would have earned or one guaranteed day, but would not forfeit the guarantee for the pay period as may be called for based upon the number of lay-offs or the combined hours of lay-offs per pay period. Said forfeiture would, however, continue to be based on non-union lay-offs and/or non-union hours of unavailability.


It was further agreed that when Union Representatives lay-off for Union business they may continue to hold their turn on the Guaranteed Extra Board. If the Representative attains the first-out position, he shall continue to retain such first-out position and will be called for the next service to which entitled after completion of Union Business and marking up for service.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below and return two copies to this office. The Agreement is subject to cancellation by either party upon thirty (30) days written notice by either the General Chairman of the Director Labor Relations to the other party.

Yours truly,


W. S. Hinckley
Director Labor Relations

AGREED:


General Chairman, UTU C&T

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



November 27, 1989

Files: 380.10-4
560.30-6

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, Oregon 97214

Dear Sir:

This refers to our discussions concerning the Guaranteed Extra Board provisions of the Modified Crew Consist Agreements recently entered into in each of the Oregon Division Seniority Districts.

It was agreed that Union Representatives (names and positions to be provided by the Local Committee of Adjustment to CMS) who lay off for Union business would be subject to the penalties set forth concerning the amount the employee would have earned or one guaranteed day, but would not forfeit the guarantee for the pay period as may be called for based upon the number of lay-offs or the combined hours of lay-offs per pay period. Said forfeiture would, however, continue to be based on non-union lay-offs and/or non-union hours of unavailability.

It was further agreed that when Union Representatives lay-off for Union business they will continue to hold their turn on the Guaranteed Extra Board. If the Representative attains the first-out position, he shall continue to retain such first-out position and will be called for the next service to which entitled after completion of Union Business and marking up for service.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below and return two copies to this office.

Yours truly, .

A handwritten signature in cursive script, appearing to read "W S Hinckley".

W. S. Hinckley
Director Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read "L L Nelson".

General Chairman, UTU C&T

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY
(Northwest District-Oregon Division)

and the

UNITED TRANSPORTATION UNION - C&T Division

Attending Union Business

It has been proposed by the Organization that regulations be adopted to provide that a conductor, brakeman or yardman holding a position on an extra board in the Hinkle-Eastport Consolidated Seniority District, when such employe holds a position as a United Transportation Union Committeeman and is required to lay off for committee work or to act as a representative at an investigation, that such employe will retain his standing on the extra board, for application in the Hinkle-Eastport Consolidated Seniority District only.

Therefore, IT IS AGREED:

(1) A trainman (brakeman or conductor) or yardman holding a position on the road or yard extra board in the Hinkle-Eastport Consolidated Seniority District, who is required to act as a representative under Rule 74 of the UTU Agreement or to engage in other union business on behalf of the Organization, will retain his standing on the extra board. When such trainman or yardman attains the first-out position on the board, he shall continue to retain such first-out position subject to the following conditions--

(a) A trainman or yardman representative who stands to be called for service after reaching the first-out position but cannot be so called by reason of attending to union business will continue to stand first-out. The representative shall notify the crew dispatcher at the time he completes his union business, and as soon thereafter as he becomes fully rested will be called for the next service to which entitled.

(b) A trainman or yardman representative used in accordance with paragraph (a) shall be considered as having been called in proper turn in the application of Rules 29(a) and 57(c) of the Basic Agreement.

(c) After performing service in accordance with paragraph (a) herein, the trainman or yardman representative shall, if practicable and if rested and available for service, be restored to the same relative standing on the extra board as he held prior to laying off for union business.

(d) A trainman or yardman representative must notify the crew dispatcher prior to the time set for investigation or, if union business is for other than an investigation, he must inform the crew dispatcher of the nature and purpose of the union business, when it is scheduled to start and its approximate duration.

(e) No penalty claims whatsoever shall be presented or considered which may arise by reason of the application of this agreement.

(f) The provisions of paragraph (a) through (e) of this Section 1 shall apply to the local chairmen or any duly authorized representative of the Committee of the United Transportation Union, C & T Divisions provided such other representative of the Committee is engaged in bona fide union business.

(g) This agreement shall be effective June 15, 1984 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect thirty days after written notice is served by either party upon the other of its desire to so terminate.

Dated at Portland, Oregon this 4th day of June, 1984.

UNITED TRANSPORTATION UNION
C&T Divisions


General Chairman

UNION PACIFIC RAILROAD COMPANY


Director of Labor Relations, NWD

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY
(Northwest District-Oregon Division)

and the

UNITED TRANSPORTATION UNION - C&T Division

Attending Union Business

Pursuant to the Organization's request that a conductor, brakeman or yardman holding a position on the road or yard extra board at Albina who is required to lay off for union business will hold his turn on such board, for application at Albina only,

IT IS AGREED:

(1) A trainman (brakeman or conductor) or yardman holding a position on the road or yard extra board at Albina, who is required to act as a representative under Rule 74 of the UTU Agreement or to engage in other union business on behalf of the Organization, will retain his standing on the extra board. When such trainman or yardman attains the first-out position on the board, he shall continue to retain such first-out position subject to the following conditions--

(a) A trainman or yardman representative who stands to be called for service after reaching the first-out position but cannot be so called by reason of attending to union business will continue to stand first-out. The representative shall notify the crew dispatcher at the time he completes his union business, and as soon thereafter as he becomes fully rested will be called for the next service to which entitled.

(b) A trainman or yardman representative used in accordance with paragraph (a) shall be considered as having been called in proper turn in the application of Rules 29(a) and 57(c) of the Basic Agreement.

(c) After performing service in accordance with paragraph (a) herein, the trainman or yardman representative shall, if practicable and if rested and available for service, be restored to the same relative standing on the extra board as he held prior to laying off for union business.

(d) A trainman or yardman representative must notify the crew dispatcher prior to the time set for investigation or, if union business is for other than an investigation, he must inform the crew dispatcher of the nature and purpose of the union business, when it is scheduled to start and its approximate duration.

(e) No penalty claims whatsoever shall be presented or considered which may arise by reason of the application of this agreement.

(f) The provisions of paragraph (a) through (e) of this Section 1 shall apply to the local chairmen or any duly authorized representative of the Committee of the United Transportation Union, C & T Divisions provided such other representative of the Committee is engaged in bona fide union business.

(g) This agreement shall be effective November 1, 1983 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect thirty days after written notice is served by either party upon the other of its desire to so terminate.

Dated at Portland, Oregon this 20th day of October, 1983.

UNITED TRANSPORTATION UNION
C&T Divisions


General Chairman

UNION PACIFIC RAILROAD COMPANY


Director of Labor Relations, NWD