

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY
(Western Region - Oregon Division)

and its employees represented by

UNITED TRANSPORTATION UNION - C&T

GEN 22

Cy: GEN 32-7

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as "Amtrak") desires to employ train and engine service personnel for operation of its service; and

WHEREAS, certain employees subject to collectively bargained agreements between the parties signatory hereto desire to be considered for employment by Amtrak,

NOW, THEREFORE, IT IS AGREED:

ARTICLE I - REQUESTS FOR LEAVES OF ABSENCE

1. When an employee desires to accept employment with Amtrak, he shall make application in writing to the Superintendent for a leave of absence.

2. The leave of absence may, at the discretion of the Company, be granted the employee making request therefore for the duration of employment with Amtrak. When such leave is granted, the employee's General Chairman will be given a copy of the Superintendent's letter authorizing the leave.

3. While on leave of absence, the employee will keep the Superintendent advised of his current address and telephone number.

4. While on leave of absence, the employee will continue to retain and accumulate seniority.

5. No leaves of absence will be granted under this Agreement except to train and engine service personnel holding seniority as such on the effective date of this Agreement.

ARTICLE II - RETURN FROM LEAVES OF ABSENCE

1. An employee who is granted a leave of absence pursuant to this Agreement will be permitted to return to the Company's service only upon the following conditions:


- (a) He is unable to hold a regularly assigned or extra board position with Amtrak (except for disciplinary reasons); or
- (b) Because of hardship cases such as serious illness of a family member.
- (c) As an exception to paragraph 1(a) above, the employee may return voluntarily to UPRR at any time during the first two (2) year period, which period will commence with the date of the employee's employment with Amtrak. If the employee does not elect to return to UPRR during the two (2) year period, he may not voluntarily return to UPRR except in accordance with paragraph (a) or (b) above.
- (d) If an employee fails to return to service of the Company within 30 days after he is furloughed by Amtrak, he will forfeit his seniority and other employment rights with they Company, unless a further extension of the employee's leave of absence is granted by the Company.
- (e) If the employee does not stand for service with Amtrak as outlined in paragraph (a) above and is furloughed, he may return to UPRR and exercise his rights on his seniority district in accordance with the working agreement. When the employee is recalled by Amtrak, he will be given a leave of absence by UPRR to return.

ARTICLE III - EFFECTIVE DATE


This Agreement will become effective as of the date signed.

Signed at Salt Lake City, Utah, this 30th day of January, 1987.

UNITED TRANSPORTATION UNION-C&T


General Chairman

UNION PACIFIC RAILROAD COMPANY


Reg. Director Labor Relations
Western Region

UNION PACIFIC RAILROAD COMPANY

J. E. COOK
REGIONAL DIRECTOR-
LABOR RELATIONS-WESTERN DISTRICT
J. R. GUM
W. S. HINCKLEY
ASSISTANT REGIONAL DIRECTOR-
LABOR RELATIONS



406 WEST FIRST SOUTH
SALT LAKE CITY, UTAH 84101

January 30, 1987

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

Gentlemen:

This refers to my letter dated January 30, 1987 transmitting for your signature Leave of Absence Agreement for employees who elect to work for Amtrak.

This will confirm the understanding that under Article II, Section 1(b) (of that Agreement) a hardship would include a requirement that an employee relocate his residence during his employment with Amtrak.

Employees represented by the United Transportation Union may exercise their seniority back to the Union Pacific Railroad if they are required to relocate while under the employ of Amtrak.

A relocation would be considered a change in home terminal, i.e., when an employee cannot hold any assignment at his home terminal.

Yours truly,

A C C E P T E D:

General Chairman, UTU-C&T