

**MEMORANDUM OF AGREEMENT  
#2112029683**

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

**and the**

**UNITED TRANSPORTATION UNION**

**SENIORITY DATES FOR ENGINE SERVICE EMPLOYEES**

**PRE-1985 ENGINE SERVICE EMPLOYEES**

**Section 1.** Pursuant to Article XIII, Section 2 of the UTU National Agreement, all engine service employees on the Northwestern District-Oregon Division not now possessing trainman/yardman seniority shall be placed on the new Northwest Consolidated Roster with a trainman/yardman seniority date of December 17, 1996. Ranking on such roster will be based on the employee's fireman seniority date. Should such placement result in engine service employees having identical dates, ranking will first be determined by the employee's original Company service date and if necessary followed by age, the eldest employee being first. If there are train service employees also holding a December 17, 1996 seniority, ranking of these trainmen will be superior to the engine service employees.

**Section 2.** The engine service employees placed on this new consolidated roster will be assigned to one of the two (2) seniority zones as set forth in the Seniority Consolidation Agreement (Memorandum of Agreement #2112019683) based upon where such employees are working as an Engineer. These employees will not acquire prior rights to any of the eight (8) UTU seniority districts.

**Section 3.** Engine service employees provided a trainman/yardman seniority date under this Agreement will be permitted to decline such date within ninety (90) days of this Agreement by issuing written notice to the UTU General Chairman and Labor Relations.

**Section 4.** Engine service employees will not be provided a conductor's seniority date until such time as the employees are working in the craft of a trainman/yardman and have achieved all the conditions/requirements concerning promotion to include successfully passing all necessary examinations. UTU - Rule 71(e), as amended, will not apply to such engine service employees.

**Section 5.** Where any current rules, agreements and or practices are in effect which conflict with this Agreement, the provisions of this Agreement will prevail.

**Section 6.** This Memorandum of Agreement will become effective on December 17, 1996 and will thereafter be subject to change as provided under the Railway Labor Act.

Signed this 17<sup>th</sup> day of December, 1996.

**FOR THE  
UNITED TRANSPORTATION UNION:**



L. L. Nelson  
General Chairman UTU

**FOR THE  
UNION PACIFIC RAILROAD COMPANY:**



G. A. McIntosh  
Assistant Director Labor Relations



L. A. Lambert  
General Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

T. L. WILSON, SR.  
DIRECTOR - LABOR RELATIONS  
WESTERN REGION



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May 28, 1998  
550.20

Mr. L. L. Nelson  
General Chairman - UTU  
811 SE Stark Street  
Portland, Or 97214-1227

Agreement No. 2105289829

Dear Sir:

This has reference to our conversation in Las Vegas, April 23, 1998, regarding conductor's seniority date to be afforded those individuals who entered engine service prior to conductor's promotion being offered.

The current UP Oregon promotion agreements contain the following language:

"An employee who is unavailable for a Conductor promotion class due to a leave of absence, sickness or other causes beyond his/her control will be provided promotional opportunities at the first available opportunity upon return to active service. Should such employee avail himself/herself to the first available class, the employees' promotion date will be based on the original promotion class."

It is recognized by both the Carrier and the Organization on the Oregon that employees have been promoted from train service into engine service without first being given the opportunity to take promotion as a conductor. And, it was through no fault of their own that they have not been permitted the opportunity to acquire their conductor's seniority date.

Section II, B, 5 of the proposed Portland Hub merger agreement contains provisions requiring the Carrier to hold conductor promotion classes within six months of implementation of the merger agreement for trainmen, including those employees who went into engine service prior to conductor's promotion being offered. Those engine service employees as referenced above will be given the opportunity to take promotion as a conductor and upon successful completion of the required examination, they shall be granted a conductor date based upon the original promotion class. Such employee's roster standing will not be adversely affected.

If you concur with the foregoing please so indicate by signing in the space provided below, retaining one copy for your records and returning the other copy to this office.

Yours truly,

T. L. Wilson, Sr.  
Director - Labor Relations

AGREED:

L. L. Nelson  
General Chairman - UTU  
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