

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS
NORTHWESTERN DISTRICT



P.O. BOX 4265
PORTLAND, OREGON 97208

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

October 3, 1980

LR 520

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

cc: Mr. D. S. Baggarley
Mr. L. D. McKillip

Dear Mr. Nelson:

This has reference to our letter dated September 22, 1980 concerning the coal movement between Spokane and Hinkle.

This matter was again reviewed in conference today and it was agreed that because this traffic does not move on a predetermined schedule the carrier may bulletin the coal trains and the return of the empties as a regular assignment without specifying starting time and/or departure time, days assigned to operate or layover days, subject to the following conditions:

- 1) For guarantee purposes the assignment, which will be subject to the conditions of the Interdivisional Service Agreement, will be considered as being assigned to make 11 round trips per calendar month;
- 2) Vacancies will be protected by the protecting extra board, provided the vacancy is known sufficiently in advance, when Fourth Seniority District employees are manning the assignment, to enable the extra man to accompany the regularly assigned crew to Spokane;
- 3) The mileage equalization provisions of the Interdivisional Service Agreement will be modified to provide that this assignment, when established, will be used to equalize mileage between the Fourth and Fifth Seniority Districts; thereafter, the test period for equalizing purposes will extend from March 1 to February 28. Equalization, if required, will commence April 1; and,
- 4) Discontinuance of presently established symbol through freight trains will result in the cancellation of this understanding.

Except as provided for in paragraph 4 above, this agreement shall terminate upon 30 days written notice by one party upon the other.

If this fairly represents the understanding had between the parties, as an indication thereof please sign in the space provided for that purpose.

ACCEPTED:

L. L. Nelson
General Chairman, UTU C&T

D. S. Baggarley
Local Chairman, UTU C&T

L. D. McKillip
Local Chairman, UTU C&T

Yours truly,

[Signature]

UNION PACIFIC RAILROAD COMPANY

LABOR RELATIONS DEPARTMENT
NORTHWESTERN DISTRICT

J. E. COOK
DIRECTOR OF LABOR RELATIONS
E. O. MORLOK
ASSISTANT DIRECTOR-
CONTRACT ADMINISTRATION

P.O. BOX 4265
PORTLAND, OREGON 97208



November 9, 1981

LR 520

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

Dear Mr. Nelson:

This refers to our recent conversation concerning the possibility of the abolishment of one or more of the presently assigned through freight trains operating between Spokane and Hinkle, and the fact that paragraph 4 of the letter agreement dated October 3, 1980, which established the guaranteed coal train assignments between Spokane and Hinkle, requires that that agreement be automatically cancelled if any abolishments of the presently assigned through freights should occur.

It was suggested that if through freight assignments are abolished, it would be preferable to preserve the October 3, 1980 letter agreement rather than have it cancelled. To that end, it was agreed that if any of the present through freight assignments are discontinued and the guaranteed coal train assignments are abolished pursuant to paragraph 4 of the agreement, the agreement itself would not be cancelled but would instead be considered suspended, to be reinstated upon the resumption of assigned coal train service.

If this properly sets forth our agreement, please so indicate by signing in the spaces provided for that purpose.

Yours truly,

A C C E P T E D:

General Chairman, UTU C&T
Local Chairman, UTU C&T
Local Chairman, UTU C&T

cc: Mr. D. S. Baggarley
Mr. L. O. McKillip