

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY  
(Northwestern and Western Districts)  
OGDEN UNION RAILWAY AND DEPOT COMPANY  
SPOKANE INTERNATIONAL RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION - C, T AND S

\* \* \* \* \*

In the interest of standardizing the application of the Crew Consist Agreements entered into on the various Districts,

IT IS AGREED:

The Crew Consist Agreement signed at Boise, Idaho on September 9, 1980 is revised to the following extent--

PART ONE

ARTICLE I - CREW CONSIST CONDITIONS

Section 7 is amended to read as follows:

Employees will not be required to perform any service with less than the required train/yard crew consist specified in this agreement nor will they be censured or disciplined in any manner or be required to lose time for refusal to do so.

Q-1: Do the provisions of this Section apply to pickups made enroute which would result in exceeding the agreed-to train lengths limits for a reduced crew?

A-1: Yes.

The following shall be added as a Note:

NOTE: The crew dispatcher will notify trainmen and yardmen when called for a reduced crew.

## ARTICLE II - TRAIN LENGTH LIMITATION FOR REDUCED CREWS

The following shall be added as a subsection of Section 1--

(d) Train Length Determination. The conductor will be furnished a train list showing the number of cars in his train and the length of his train before departing the initial terminal on each trip.

## ARTICLE IV - EXTRA BOARDS

The following shall be added as subparagraphs 1 and 2 of Section 2(c) of Article IV:

(1) When a conductor is left without brakemen on his crew as a result of the Carrier stepping up brakeman/brakemen at the far terminal and there are no rested brakemen from the same source of supply to be stepped up (at the time they would normally be called), the conductor may be deadheaded home at that time. The conductor will not receive the special allowance but the Productivity Fund will be credited.

(2) Conductors will not be stepped up to be used as brakemen and will not be censured or disciplined for refusal to do so. In the application of this Section, employees who are not available to be stepped up or rearranged will not be censured or disciplined.

## ARTICLE IX - PERSONAL LEAVE

Section 1(a) is amended to read as follows:

Section 1. (a) Road Freight Service Allotment. On the effective date of this agreement, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

YEARS OF SERVICEPERSONAL LEAVE DAYS

less than five (5) years	2 days
five years and less than ten (10) years	4 days
ten years and less than fifteen (15) years	6 days
fifteen years and less than twenty (20) years	8 days
twenty (20) years and more	11 days

PART TWO

The following interpretive Questions and Answers are adopted:

Side Letter Agreement  
(Article II, Section 1(b))

Q 1 May the consist of trains of 72 to 121 cars, operated with a reduced crew, be changed enroute by a yard crew or another road crew?

A No. However, a change in engine or caboose, cutting in and out of helper units, will not constitute a change in the train consist.

Q 2 If a brakeman on a Side Letter Agreement train observes a personal leave day(s), must his vacancy be filled?

A Only if there is a protected brakeman on the protecting extra board at the point where the vacancy exists.

Q 3 If a reduced crew is operated from the home terminal to the away-from-home terminal under the Side Letter Agreement, may that reduced crew operate a qualifying train back to the home terminal regardless of whether there are protected employees available on the protecting extra board?

A Yes.

ARTICLE IV - EXTRA BOARDS  
Section 2(c)

Question and Answer No. 1 of the Supplemental Questions and Answers adopted on June 27, 1980 are modified to read as follows:

Q 1 In reference to interpretations, page 22, will the senior brakeman member of the crew be stepped up and the junior member of the crew be held back?

A The senior brakeman will be given the option of being stepped up. If the senior brakeman elects not to, the junior brakeman will be stepped up.

## ARTICLE VIII - PRODUCTIVITY FUND

- Q Will the loss of earnings from the Carrier by a part-time union officer who is unable to work in road freight or yard service due to performing official union work be computed in arriving at the one-third cap as provided in Article VIII?
- A Yes, and it shall be the Organization's responsibility to timely advise the Carrier in writing with the necessary information.
- Q Will a deadhead trip by a reduced crew (one conductor and one brakeman) result in the Productivity Fund being credited?
- A Yes. However, the special allowance will not be paid.
- Q Will a relief deadhead trip made by an employee (single individual) be taken into account as a credit share in the Productivity Fund?
- A Yes. (supersedes Question and Answer 5 contained in the Basic Agreement)
- Q Will a compensable deadhead trip made by either a full or reduced crew be taken into account as a credit share in the Productivity Fund?
- A Yes.
- Q In reference to Article IV, Section 2(c), and the conductor is left alone and deadheaded to his home terminal, will the Productivity Fund be credited, will the employee be allowed the special allowance and will this tour of duty be counted as a credit share in the Productivity Fund?
- A The Productivity Fund will be credited but the employee will not be allowed the special allowance. The employee will receive a credit share in the Productivity Fund.

## ARTICLE IX - PERSONAL LEAVE

- Q An employee with more than five years and less than ten years of service is on an assignment qualifying for holiday pay and earns seven paid holidays. Should he take a job that does not qualify for holiday pay, how many personal leave days would he be entitled to under the formula?
- A Four personal leave days.

Questions and Answers 4 and 5 of the Supplemental Questions and Answers adopted on April 2, 1981 are amended to read as follows:

Q 4 How will the initial vacancy or subsequent vacancies created by the extra board/combination extra board employee's personal leave be treated?

A 4 The initial vacancy for which such employee stood may be blanked for the personal leave vacancy if same meets the necessary criteria. An extra man called for a vacancy at an outside point may be granted personal leave day(s) regardless of whether or not that job is covered by the National Holiday Pay Rules. Such vacancy created at an outside point due to an extra man taking personal leave may be blanked for such personal leave day(s) taken if such vacancy meets the necessary criteria.


Q 5 When will the employee be eligible for subsequent service following this personal leave?

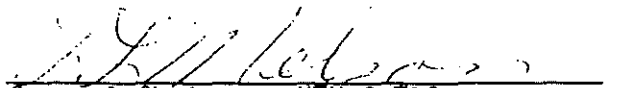
A 5 A road service employee (assigned or pool freight) will be marked up at the expiration of his personal leave and will be eligible to work the next trip or tour of duty his turn makes out of his home terminal. An extra man at the conclusion of his personal leave days and upon proper notice to the Carrier will be placed at the bottom of the extra board and treated as though the "personal leave" taken were a "lay off." However, it is understood that an extra employee taking personal leave from a vacancy at an outside point or from an assignment to an outside point, upon conclusion of his personal leave day(s) will return to the outside point to fulfill the original vacancy assignment or until released at the expiration of the initial vacancy except where permitted by agreement to be released from the outside assignment prior to expiration of the vacancy. In effect, an extra employee observing personal leave days from an outside point will be treated the same as an extra employee "laying off" on call to outside point or "laying off" while on assignment to a vacancy at an outside point.


This agreement shall become effective November 1, 1985 and will continue in effect until revised or amended in accordance with the provisions of Section IV of Part Three of the basic Agreement signed at Boise, Idaho on September 9, 1980.


Dated at Salt Lake City, Utah this 29th day of October, 1985.


For the  
UNITED TRANSPORTATION UNION:


  
General Chairman, UTU C&T  
Northwestern District Oregon Division

  
General Chairman, UTU C T&S  
Spokane International Railroad Company

  
General Chairman, UTU C&T  
Western District, Salt Lake-Los Angeles

  
General Chairman, UTU C  
Salt Lake-Butte-Granger-Huntington

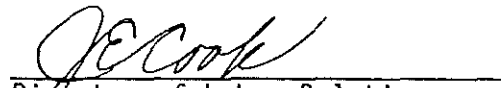
  
General Chairman, UTU T  
Salt Lake-Butte-Granger-Huntington


  
General Chairman, UTU T  
OUR&D Company

APPROVED:


  
Vice President, UTU

For the  
UNION PACIFIC RAILROAD COMPANY:

  
Director of Labor Relations  
Northwestern District

  
Director of Labor Relations  
Western District

SPOKANE INTERNATIONAL RAILROAD  
COMPANY

  
Director of Labor Relations

OGDEN UNION RAILWAY AND DEPOT  
COMPANY

  
Vice President