

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
Northwestern District - Oregon Division
and the
UNITED TRANSPORTATION UNION - C & T Divisions

R E C I T A L S

Paragraph (a) of Rule 8 -- Final Terminal Delay -- of the Agreement between the Company and the Organization effective October 1, 1975, provides in part as follows --

"(a) Final Delay: In freight service final terminal time shall be computed from the time the engine reaches designated switch * * * ."

Paragraph (c) of Rule 8 reads, in pertinent part, as follows--

"(c) The points where final terminal delay time begins in freight service are as follows:

<u>Terminal</u>	<u>Oprg Sdvn</u>	<u>WESTWARD East Point</u>
*	*	*
Albina	4th	MP 4.2 (Via Kenton Line St. Johns Jct. "

Note 2 following paragraph (c) also provides --

"Note 2: On the Fourth Operating Subdivision for trains yarded at Collins final terminal delay time commences at MP 6 (Collins)."

Under the quoted agreements, a problem arises in the calculation of final terminal delay time for those crews arriving Albina from the East over the Kenton line on so-called run-thru trains, i.e., trains

that operate through to Argo, and who, as a consequence, may be relieved short of arrival at Mile Post 6. Therefore,

IT IS AGREED:

In the application of Rule 8, for those Fourth Subdivision crews arriving Albina over the Kenton Line and for whom final terminal delay would ordinarily commence at Mile Post 6 (Collins), final terminal delay time will commence when the train has been stopped for the express purpose of changing crews.

Example 1: A thru train with no work, stops at Mile Post 6 (Collins) to make crew change. Final terminal delay will commence upon stopping at Collins.

Example 2: Train has a meet at Champ, and makes a setout at Kenton and changes crews at Kenton. Final delay would commence when crew is relieved.


Example 3: Train sets out at Kenton and then pulls down to Collins to effect crew change. Final delay would commence upon stopping at Collins.

NOTE: Crews affected by this agreement will advise train dispatcher of time stopped for crew change for purpose of beginning final delay.


This agreement, which is in settlement of the dispute growing out of the notice served by the Organization on August 1, 1984, shall become effective January 1, 1985 and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Portland, Oregon this 7th day of December, 1984.

UNITED TRANSPORTATION UNION:


General Chairman, C&T Divisions

APPROVED:


Vice President, U T U

UNION PACIFIC RAILROAD COMPANY:


Director of Labor Relations, NWD



UNION PACIFIC SYSTEM

Union Pacific Railroad
Missouri Pacific Railroad

December 12, 1984

J. E. Cook
Director of Labor
Relations
D. J. Gonzales
G. F. Smith
Assistant Directors
of Labor Relations-
Contract
Administration

ODB-4790
LR 013-17-15

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

Dear Mr. Nelson:

This has reference to the agreement dated December 7, 1984 relating to final terminal delay for freight crws arriving Albina over the Kenton line, and more particularly Example 2 which reads as follows --

Example 2: Train has a meet at Champ, and makes a setout at Kenton and changes crews at Kenton. Final delay would commence when crew is relieved.

It is understood that the expression, "Final delay would commence when crew is relieved," means that final delay will commence after the work has been completed and the train has been put back together and the crew is ready for a crew change.

Yours truly,

ACCEPTED:

General Chairman, UTU C&T