

UNION PACIFIC RAILROAD COMPANY  
MISSOURI PACIFIC RAILROAD COMPANY

September 25, 1984

013-293-19

Mr. V. L. Janecek  
General Chairman, IBoFEW  
306 Glenn Rose  
North Platte, NE 69101

Mr. D. G. Davis  
General Chairman, IBoFEW  
4013 South Spring Street  
Independence, MO 64055

Gentlemen:

This refers to our several discussions in conference concerning situations involving employees holding seniority under collective bargaining agreements between the Union Pacific Railroad Company and the Missouri Pacific Railroad Company and the International Brotherhood of Electrical Workers who are promoted to supervisory, non-agreement personnel and officials who transfer from one railroad to the other.

During the discussions we also referred to employees you represent transferring from UP to MP who were treated as new employees with respect to vacations and personal leave day eligibility.

In order to resolve the foregoing situation on an amicable basis, IT IS AGREED:

1. Furloughed employees represented by IBEW who have been or may be employed or transferred from one railroad to the other shall retain and accumulate seniority under terms of existing agreements and be treated as though service on the two railroads was continuous for the purpose of eligibility for vacation, personal leave and other benefits which are granted on the basis of qualifying years of service. Such employees shall be subject to recall under terms of existing collective bargaining agreements on the railroad from which transferred.
2. Active employees represented by IBEW who have been or may be transferred from one railroad to the other shall forfeit seniority at the point from which transferred but shall be treated as though service on the two railroads was continuous for the purpose of eligibility for vacation, personal leave and other benefits which are granted on the basis of qualifying years of service.
3. Employees represented by IBEW on one railroad who have been or may be transferred and promoted to a supervisory, non-agreement or official position on the other railroad shall retain and accumulate seniority under the terms of existing agreements on the railroad where seniority is held in the same manner as though promoted on the same railroad.
4. Supervisors, non-agreement personnel and officials who hold seniority under an agreement with IBEW on one railroad and who have been or may be transferred to a supervisory, non-agreement or official position with the other railroad will retain and accumulate seniority under terms of existing agreements on the railroad on which seniority is held as though promoted on the same railroad.

If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided and returning a signed copy for our file.

Yours truly,

/s/ R D Rosenbohm  
Director Labor Relations, Non-Ops-UP

/s/ W G Armstrong  
Director Labor Relations  
Shop Craft-MP

AGREED:

/s/ V.L.Janecek  
General Chairman, IBofEW-UP

/s/ D G Davis  
General Chairman, IBofEW-MP