

UNION PACIFIC RAILROAD COMPANY
Engineering Department

December 1, 1981

013-230-27

Mr. V. L. Janecek
General Chairman, IBoFEW
306 Glenn Rose
North Platte, Nebraska 69100

Dear Sir:

Referring to the November 22, 1949 Letter Agreement between former IBEW General Chairman G. O. Grant and former Chief Engineer J. A. Bunjer which provided for the granting of "hardship" leaves of absence to electrical forces in the Engineering Department on the Eastern District in those cases where employees furloughed account force reduction did not desire to exercise their rights at another location.

As a result of recent force reductions and our several conversations, the following provisions will be applicable on a system basis in the Engineering Department commencing this date --

In order that hardship may not be imposed on an employee whose position has been abolished, or who has been displaced by a senior employee whose position was abolished causing the exercise of seniority rights, and who is, therefore, required to move to another point to protect seniority rights, such furloughed or displaced employee may be permitted, if he so elects, to accept a voluntary furlough rather than accept a position at another point, and such employee will retain seniority rights subject to the following conditions:

- (1) When accepting such voluntary furlough, the employee will be permitted to again exercise seniority rights only when there is a bulletined vacancy;
- (2) When there is a position reestablished at the point from which he accepted the voluntary furlough, and such position is not bid and filled by a senior employee, such furloughed employee must accept such position or forfeit seniority rights;
- (3) If the voluntarily furloughed employee has not returned to service at some point within six (6) months from date of such furlough, he must return to service at the next opportunity thereafter or forfeit existing seniority rights; and,
- (4) Leaves of absence as provided herein must be approved by both the General Chairman and the Chief Engineer and must set forth the following reason --

"Furloughed account force reduction in accordance with Letter Agreement dated December 1, 1981."

Inasmuch as this letter will be applicable on a system-wide basis, it is also agreed the provisions contained herein will supersede the aforementioned Letter Agreement dated November 22, 1949, which was applicable only on the Eastern District.

To indicate your concurrence in the above, please affix your signature in the space provided below, returning the original for my file and further handling.

Yours truly,
/s/ R. M. Brown

AGREED:

/s/ V. L. Janeczek
General Chairman, IBEW

CC: Mr. H. T. Foy