

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT
and the
BROTHERHOOD OF RAILROAD TRAINMEN

* * *

IT IS AGREED:

Section 1. Effective March 4, 1968, the following rules will be incorporated into the basic road agreement:

- (a) "Crew Consist-Freight Service. A crew in all classes of road service will consist of not less than two brakemen."
- (b) "Crew Consist-Passenger Service. In passenger service, a crew will consist of not less than two brakemen."

Section 2. Except as hereinafter provided, crews in yard service will be operated in accordance with Rule 11 of the Yardmen's Agreement effective September 1, 1953, reading as follows:

"Rule 11. Consist of Crew. A crew in all yards shall consist of not less than one foreman and two helpers. A portion of the crew shall not be required to perform other service necessitating the remaining members to work short-handed."

Section 3. Subject to the protective provisions of Section 6 hereof, the minimum crew consist as provided in Rule 11 of the Yardmen's Agreement effective September 1, 1953, may be reduced by one helper on the following yard crew assignments regardless of whether the assignment works five, six or seven days:

One yard assignment at Beatrice, Nebraska
One yard assignment at Kearney, Nebraska
One yard assignment at Sterling, Colorado
One yard assignment at Evanston, Wyoming
One yard assignment at Ellis, Kansas

NOTE 1: At times when a single yard assignment is maintained in any of the yards listed above, the engine may be worked with a foreman and one helper.

NOTE 2: At times when more than one assignment is maintained in any of the yards listed above, the first assignment starting work after mid-night will be the assignment to be worked with a foreman and one helper. The other assignment or assignments will be worked with not less than a foreman and two helpers.

ITEM 2 Cont'd

Section 4. Subject to the protective provisions of Section 6 hereof, the minimum crew consist as provided for in rules set forth in Section 1(a) hereof may be reduced by one brakeman on the following road assignments:

One crew assignment on the Columbus-Albion-Spalding Local
One crew assignment on the Coalmont Local (Laramie-Walden)

Section 5. Subject to the protective provisions of Section 6 hereof, the position of third brakeman may be eliminated from the following road assignments:

Council Bluffs-Grand Island Local
Grand Island-Odesa Local
Cozad Switcher
Lexington Switcher
Park City Local
Kansas City-Lawrence Turnaround

Section 6. (a) Road brakemen and/or yardmen who established seniority in their respective seniority districts on or prior to March 1, 1968, shall be known and designated for the purposes of this agreement as "protected employees".

(b) A "non-protected employee" for the purposes of this agreement is a road brakeman-yardman who establishes a seniority date in his respective seniority district on or after March 2, 1968.

(c) Except as provided in Paragraph (d) of this Section 6, protected employees will not be furloughed until reducible jobs listed in Sections 3, 4 and 5 hereof are filled. However, no protected employees shall have any right to fill jobs or positions that the Carrier may discontinue pursuant to the provisions of this agreement if other employment in other classes of road or yard service is available to them on their seniority district.

(d) A protected employee who stands to be reduced from the working list at one point in the seniority district and who signifies in writing that he desires to protect jobs or positions at all other locations in the seniority district to which his seniority entitles him will not be furloughed unless the reducible positions in Sections 3, 4 and 5 in his seniority district are filled by senior protected employees.

Section 7. Nothing herein shall be construed as limiting or restricting the Carrier's right to establish or discontinue crew assignments to conform with the needs of the service in accordance with the applicable rules and agreements.

Section 8. Existing provisions of agreement governing the conditions under which individual assignments in road and/or yard service shall be established, discontinued or maintained, shall be continued in effect without change, including the provisions of Article III - "Self-Propelled Machines" of the National Agreement of June 25, 1964.

Section 9. Nothing in this agreement shall prevent the Carrier from adding an additional position of road brakeman or an additional position of yard helper to any assignment when in its judgment the additional position is deemed necessary.

ITEM 2 Cont'd

Section 10. This agreement shall become effective March 4, 1968, and is in settlement of the dispute growing out of the crew consist notices served by the Carrier on December 24, 1965 and March 18, 1966, and the promulgation notice issued February 6, 1968, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Salt Lake City, Utah, this 1st day of March 1968.

FOR THE BROTHERHOOD OF RAILROAD
TRAINMEN:

J. S. FERRYMAN
General Chairman

FOR THE UNION PACIFIC RAILROAD
COMPANY:

J. H. KENNY
Assistant to Vice President-
Labor Relations

APPROVED:

J. H. SHEPHERD
Vice President, BofRT