

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT

and the

BROTHERHOOD OF RAILROAD TRAINMEN

Claims have been presented on behalf of regular yardmen for the time and one-half rate of pay because they were forced to work as foreman in preference to using yardmen who were doubling or working their rest day. Apparently, it is not the practice at all terminals to even consider the men who are doubling or working their rest days when applying the provisions of the Agreement dated December 14, 1953, captioned "Qualifying for and Filling Engine Foreman Vacancies in Yard Service".

To accomplish a uniform understanding, it is agreed that Sections 2(d) and 2(e) of the above-referred to agreement will be modified to read as follows:

"2(d) If there are no qualified foremen available under the provisions of (a), (b) or (c), the junior qualified foreman working as helper and reporting for work at the same designated starting point where the vacancy occurs within the same spread of starting time hours (6:30am-8:00am; 2:30pm-4:00pm; or 10:30pm-12Midnight) will be given opportunity to fill the vacancy. If there are no qualified foremen available under this section (d), the junior qualified foreman working as helper in the terminal within the same spread of starting time hours will be given opportunity to fill the vacancy.

"2(e) If vacancy of foreman is not filled in accordance with paragraphs (a), (b), (c) or (d) the junior available qualified foreman who has been called to double or work his rest day will be required to fill the vacancy. If there are no qualified foremen available under this section (e), the junior available qualified foreman working as helper will be required to fill the vacancy."

It is understood that yardmen when doubling or working their rest days are considered as junior to any yardman who is not working his rest day or doubling insofar as his rights to preference of work are concerned.

This agreement will be effective August 18, 1967 and will automatically terminate upon service of ten days notice from either party.

Dated at Omaha, Nebraska this 10th day of August, 1967.

FOR THE EMPLOYEES:

/s/ J. S. Ferryman

General Chairman, BofRT

FOR UNION PACIFIC RAILROAD COMPANY:

/s/ J. H. Kenny

Asst. to Vice Pres.-Labor Relations