**MARCH 4, 1968 ( CREW CONSIST MODIFICATIONS )**

**APPENDIX No. 9
Crew Consist
ODB-2336
Rule 3*4***

**AG R E E M E N T**

***between the***

**UNION PACIFIC RAILROAD COMPANY**

**nd the**

**BROTHERHOOD OF RAILROAD**

**TRAINMEN

\* \* \* \* \* \***

**CREW CONSIST - MODIFICATIONS**

**IT IS AGREED:**

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

(a) ''Freight Service-Crew Consist. A crew in all classes of road service, except (1) passenger service, (2) service with on-rail self-propelled machines provided that such on-rail self-propelled machines shall not handle, while in work, construction, repair inspection and maintenance work in excess of two standard freight cars, exclusive of idler car, at any one time, and (3) as otherwise provided in this agreement, shall consist of not less than two brakemen . "

(b) ''Passenger Service-Crew Consist: In passenger service on trains handling four or more cars, exclusive of official (business) car or cars, a crew shall consist of rot less than two brakemen. On trains handling less than four cars, exclusive of official (business) car or cars, at least one brakeman shall be used."

(c) ''Yard Service-Crew Consist: Except as otherwise provided in this agreement, a crew in yard service shall consist of a foreman and not less than two helpers.''

**Section 2.** Except as hereinafter provided, crews in road and yard service will be operated in accordance with the rules set forth in Section 1 hereof.

**Section 3.** Subject to the protective provisions of Section *6* hereof, the minimum crew consist as provided in Section 1(c) hereof may be reduced by one helper on the following yard crew assignments regardless of whether the assignment works five, six or seven days:

First shift yard assignment at Tacoma, Washington

First shift yard assignment at Baker, Oregon

First shift yard assignment at Pendleton, Oregon

**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 midnight will be the assignment be worked with a foreman and one helper. The other assignment or assignments will he worked with not less than foreman and two helpers.

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

LaGrande-Joseph Local

Moscow - Colfax Local

Crew consisting of conductor and one brakeman applies only if and when LaGrande-Elgin-LaGrande turnaround local is in operation. In the event the LaGrande-Elgin turnaround local is discontinued, the crews assigned to the LaGrande-Joseph local freight train service runs shall then consist of a conductor and two brakemen.

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

Trains 681-684 between Portland and Seattle

**Section 6.** (a) Road brakemen and/or yardmen who establish 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) Protected employees will not be furloughed until reducible positions listed in Sections 3, 4 and 5 hereof are filled.

However, no protected employee 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 him on his seniority district.

**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 agreement.

**Section 8.** Existing provisions of agreement governing 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.** Except as herein specifically provided, nothing in this agreement shall be construed, interpreted or applied so as to change or modify the agreement dated August 25, 1964, as that agreement relates to the protection, reduction and restoration of positions of third brakemen on freight trains within the States of Washington and Oregon under the Crew Consist Agreement of August 25, 1964, and the protective dates for so-called "Protected" third brakemen under that agreement shall - as heretofore - be as follows:

State of Washington - December 8, 1966

State of Oregon - - January 25, 1964

**Section 10.** 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.

**Section 11.** This agreement cancels and supersedes the agreement dated at Portland, Oregon, August 25, 1964, except as provided in Section 9 hereof.

**Section 12.** 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 Organization on July 6, 1965, and the crew consist notice served by the Carrier on December 27, 1965, and the promulgation notices issued February 5, 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: FOR THE UNION PACIFIC RAILROAD COMPANY:

OF RAILROAD TRAINMEN

S/ J. H. Watson S/ N. B. Beckley

General Chairman Assistant to Vice President

Labor Relations

A P P R 0 V E D:

*S/ J. H. Shepherd* Vice President, BRT

**AUGUST 25, 1964**

**ODB- 1638**

**A G R E E M E N T**

***between the***

**UNION PACIFIC RAILROAD COMPANY**

***Northwestern District-Oregon Division***

***and the***

**BROTHERHOOD OF RAILROAD TRAINMEN**

**R E C I T A L S**

(A) On June 16, 1964\*, pursuant to the provisions of Part A(3) of Section III (Consist of Road and Yard Crews - Other Than Engine Service) of the Award of Arbitration Board No. 282, the carrier gave written notice to the organization that the carrier proposed to eliminate positions of trainmen and yardmen used in road and yard service to the extent shown and indicated on lists attached to the notice dated June 16, 1964 and marked Appendix A (Road Service) and Appendix B (Yard Service).

(B) In accordance with Part A (3) of Section III of the Award of Arbitration Board No. 282, preliminary conferences were held between the parties on June 30, 1964. Subsequent conferences were thereafter held between the parties at Portland, Oregon (August 3 and 4, 1964) ; LaGrande, Oregon (August 6, 1964); Walla Walla, Washington (August 7, 1964) and at Spokane, Washington (August 8, 1964). At these conferences the subject of consist of road and yard crews was considered in depth by representatives of the organization (yard and road service employees and local chairmen) and by representatives of the carrier (Superintendent, Assistant Superintendents and Trainmasters), general and particular considerations being given to the physical characteristics of the lines and the operational aspects of train and yard engines in the territories involved and for each of the seniority districts covered by the carrier's notices as contemplated by Part (C) (Guide Lines) of Section III of the Award of Arbitration Board No. 282.

(C) This agreement is made for the purpose of:

1. Giving substance and practical effect to the basic and fundamental conclusions reached between the parties in the conferences of June 30, August 3, 4, 7 and 8, 1964.

**\*** Carrier's prior notices of February 3 and April 7, 1964 were withdrawn in their entirety.

2. Giving substance and practical effect to any condition which shall arise when and if the Oregon and Washington State Statutes (Oregon Chapter I 72-ORS-764. 110 and 764. 120 and Washington Chapter 81 .40RCW-81.40.010 and 81.40.020) are revised, repealed, amended or terminated.

3. Giving substance and practical effect to Part C Employee Protection, of Section III of the Award dated November 26, 1963 rendered by Arbitration Board No. 282, established pursuant to Public Law 88-108, enacted by the 88th Congress, S. J. Resolution 102, August 28, 1963, as it relates to trainmen and yardmen who hold seniority rights on the Oregon Division, as of 12:01 AM, January 25, 1964 in the following identified seniority districts:

(a) First Seniority District - Portland to Seattle and connecting branches

(b) Second Seniority District- Portland to Hinkle and connecting branches

(c) Third Seniority District - Hinkle-LaGrande-Huntington and connecting branches

(d) Fourth Seniority District Hinkle to Ayer and connecting branches

(e) Fifth Seniority District - Ayer-Spokane-Tekoa-Spokane-Eastport and connecting branches

(D) Therefore, in consideration of the revisions of the agreement provisions and recognized understandings as they relate to the consist of road and yard crews (other than engine service) and the use of brakemen and yardmen in the seniority districts identified under paragraph (C)-3 above and, except as may be otherwise provided by the terms and conditions of the statutes of the States of Oregon and Washington which relate to the size of crews on freight train service runs and, subject to any revision, repeal, amendment or termination of such statutes:

**IT IS AGREED:**

**(GENERAL PROVISIONS)**

**Section 1.** All road and yard service employees on the Oregon Division within their respective seniority districts who have acquired and established a seniority date prior to January 25, 1964 shall, for the purposes of this agreement, be considered as a "protected employee.''

**Section 2.** A ''non-protected" employee, except as to an employee who may be protected by any applicable crew consist statutes of the States of Oregon and Washington, is an employee who has been employed, has acquired and has established a seniority date to road and yard service after January 25, 1964.

**(RULE MODIFICATIONS)**

**Section 3.** Article 19, entitled "Three Brakemen on Freight Trains Umatilla-Huntington," as contained in the agreement, effective May 1, 1945, between the Carrier and the Organization reads as follows:

"Three brakemen will be employed on all freight trains operating on main line between Umatilla and Huntington. This rule shall not apply to branch line trains running over portions of the main line, nor to freight trains operating for a distance not in excess of fifteen (15) miles, nor to traveling switch engines."

**Section 4.** Effective with the date of this agreement, Article 19, entitled ''Three Brakemen on Freight Trains Umatilla-Huntington" as contained in the agreement effective May 1, 1945, between the Carrier and the Organization is cancelled in its entirety and the following provision of agreement is adopted in lieu thereof:

''Freight Service - Crew Consist. A crew in all classes of road service, except (1) passenger service, (2) service with on-rail self-propelled machines provided that such on-rail self-propelled machines shall not handle, while in work, construction, repair, inspection and maintenance work, in excess of two standard freight cars, exclusive of idler car, at any one time, and (3) as otherwise provided in this agreement, shall consist of not less than two brakemen.''

**Section 5.** Effective with the date of this agreement, the following provisions of agreement shall be incorporated into the basic agreement and shall govern in the manning of passenger trains.

''Passenger Service - Crew Consist: In passenger service on trains handling four or more cars, exclusive of official (business) car or cars, a crew shall consist of not less than two brakemen. On trains handling less than four cars, exclusive of official (business) car or cars, at least one brakeman shall be used."

**Section 6.** Article 59 - ''Consist of Crews (Yard Service)" in the agreement effective May 1, 1945, is changed as of the effective date of this agreement to read as follows:

''Yard Service - Crew Consist: Except as otherwise provided in this agreement, a crew in yard service shall consist of a foreman and not less than two helpers."

**(CREW CONSIST)**

**Section 7.** Subject to the protective provisions set forth in Section 9 of this agreement, and any requirements of the statutes of the States of Oregon and Washington dealing with the consist of crews in road passenger and freight train service and the exceptions hereinafter listed, the carrier may eliminate and discontinue the position of third brakeman\* on any and all local, through freight, pool and unassigned through freight, traveling and road switcher runs, mixed train service runs and all unclassified services and assignments operating over and within the following territories and seniority districts:

First Seniority District - Portland to Seattle and connecting branch lines

Second Seniority District- Portland-Hinkle and connecting branch lines

Third Seniority District - Hinkle-LaGrande-Huntington and connecting branch lines

Fourth Seniority District- Hinkle-Ayer and connecting branch lines

Fifth Seniority District -Spokane-Ayer-Tekoa-Spokane-Eastport and connecting branch lines

Camas Prairie Railroad Company - Lewiston-Riparia

**Section 8.** The carrier may eliminate the second brakeman and/or second yard helper on the following assignments, or assignments that may be established in lieu thereof, during the periods and to the extent specified and such action shall constitute and be recognized as exceptions to the crew consist provisions established by Sections 4 , 5, 6 and 7 of this agreement and which exception shall also be subject to the protective provisions of Section 9 of this agreement: -

1. (Centralia - Hoquiam - Centralia Local

2. (Centralia - Hoquiam - Centralia Local

Crew (A) - Operating from Centralia to Hoquiam to Centralia, doubling the territory Monday, Wednesday and Friday each week, laying over Centralia on Tuesday, Thursday, Friday and Sunday. Home terminal Centralia.

Crew (B) - Operating from Centralia to Hoquiam to Centralia, doubling the territory Tuesday, Thursday and Saturday each week. Laying over Centralia Sunday, Monday, Wednesday and Friday. Home terminal Centralia.

From To Crew Consist

January I December 31 Condr and 1 Brkmn

**TACOMA YARD**

Assignment From To Crew Consist

3. 4P-12M) April I October 31 Foreman& 1 helper

4P-12M) November I March 31 Foreman& 2 helpers

4. 12M- 8A) April I October 31 Foreman& 1 helper

l2m- 8A) November I March 31 Foreman& 2 helpers

The number of road freight train service assignments on which the third brakeman is employed varies from 75 to 85 on the Oregon Division.

(Second Seniority District- Portland-Hinkle and connecting branches)

**ALBINA YARD**

Assignment From To Crew Consist

5.Run 43-East Portland January 1 December 31 Foreman & 1 helper

10:50 P 6:50 A

6.Albina - St. Johns January 1 December 31 Foreman & 1 helper

3:55 P-11:55 P

7. Albina - Gulch January 1 December 31 Foreman & 2 helpers

7:50 A - 3:50 P

(Third Seniority District - Hinkle-LaGrande-Huntington and connecting branches)

8. La Grande-Joseph Local)

Joseph-La Grande Local)

Crew (A) - Operating from La Grande to Joseph Monday, Wednesday, Friday; from Joseph to La Grande Tuesday, Thursday, Saturday; Sunday layover and home terminal La Grande.

Crew (B) - Operating from La Grande to Joseph Tuesday, Thursday and Saturday; from Joseph to La Grande Monday, Wednesday and Friday; Sunday layover Joseph - home terminal La Grande.

From To Crew Consist \*

Crew A January 1 December 31 \*\*Conductor and 1 brakeman

Crew B January 1 December 31 Conductor and 1 brakeman

Subject to review between General Chairman and Assistant to Vice President should adverse weather or traffic conditions warrant reappraisal of the crew consist on a limited basis during the winter months.

\*\*Crew consisting of conductor and 1 brakeman applies only if and when LaGrande-Elgin-La Grande turnaround local is in operation. In the event LaGrande-Elgin turnaround local is discontinued, the crews assigned to the LaGrande-Joseph local freight train service runs shall then consist of a conductor and two-(2) brakemen.

**BAKER YARD**

Assignment From To Crew Consist

9. 7 A - 3P April 1 November 30 Foreman& 1 helper

7 A - 3P December 1 March 31 Foreman& 2 helpers

**PENDLETON YARD**

Assignment From To Crew Consist

10. 7:59A-3:59P January 1 December31 Foreman & 1 helper

(Fourth Seniority District - Hinkle-Ayer and connecting branch lines)

11. Walla Walla-Dayton-Walla Walla\*\* operating from Walla Walla to Bolles via Pendleton branch, Bolles to Dayton, thence to Turner via Dayton branch and return.

Crew consist\*\* - conductor and one brakeman.

12. Ayer-Pomeroy via Relief or Walla Walla-Ayer-Pomeroy via Relief\*\*, usually operating from Ayer to Tucannon via Tekoa-Ayer

branch, Tucannon to Starbuck via Tucannon branch and Starbuck to Pomeroy via Pomeroy branch and return.

Crew consist\*\* - conductor and 1 brakeman.

\*\* Applies only to the occasional, extra and irregular trips made over these territories and branch lines during the off-season and when not more than 10 cars handled at any one time on the trip.

During heavy movement of the grain, wheat, etc., or when regular service established to operate over these territories and branches, or when the number of cars handled exceeds 10, then the crew shall consist of . . . conductor and two-(2) brakemen.

(Fifth Seniority District - Spokane-Ayer-Tekoa and connecting branches, Spokane-Eastport and connecting branches.

13. Moscow-Colfax-Moscow operating daily except Sunday home terminal and Sunday layover -Moscow.

From To Crew Consist

January 1 December 31 Conductor & 1brkmn

**(EXCEPTIONS TO SECTION 7 OF THIS AGREEMENT)**

(First Seniority District - Portland-Seattle and connecting branch lines)

1. (Centralia - Tacoma local #

(Tacoma - Centralia local #

Assignment operates Centralia to Tacoma Monday, Wednesday and Friday; from Tacoma to Centralia Tuesday, Thursday and Saturday - home terminal and Sunday layover - Centralia. crew consist ## -conductor and 3 brakemen.

This crew performs switching at West Tacoma, necessary to make switching movements through a crossover on to both main tracks and, occasionally, required to drop cars by the engine; also, the area is outside of yard limits, requiring flag protection on both main tracks.

Therefore, the crew of this assignment shall consist of a conductor and three brakemen, notwithstanding the provisions of Section 7 of this agreement, until such time as the yard limits are extended or track changes are made to permit for a more feasible and flexible switching operation at West Tacoma.

In the event the yard limits are extended, permitting greater utilization of second brakeman or track changes are made to minimize the present awkward switching requirements, the crew may thereafter consist of a conductor and two brakemen.

2. Assigned through freight service – Portland - Seattle:

There are presently operating in this territory six assigned through freight trains which are being handled by nine crews as follows:

Assignment No. Crews

**Trains** 681-684 3

691-692 3

683-690 3

The crews assigned presently to Trains 681 and 684 are required to pick up and set out and perform station switching at the following points en route:

(681) Vancouver, Longview, Rocky Point, Centralia, Olympia, Tacoma, Black River and Argo.

(684) Black River, Tacoma, East Olympia, Centralia, Chehalis, Longview Junction, Rocky Point, Vancouver.

The character of the work requires that movements be made over two main tracks at many locations. Therefore, where a certain set of runs between Portland and Seattle are required and assigned to perform the preponderance of the local work each day (presently Trains 68) and 684) the crews on such set of runs shall have a crew consisting of:

Conductor and 3 brakemen (3 crews) \*

The crew consist as herein provided for is an exception to the provisions of Section 7 of this agreement.

**(PROTECTIVE PROVISIONS)**

**Section 9.** Coincident with the revision, amendment, repeal or termination of the statutes of the States of Oregon and Washington which directly or indirectly relate to the consist of crews in passenger and freight service (Oregon Chapter 172=ORS-764.110 and 764.120 and Washington Chapter 81.40-RCW 81.40.010 and 81.40.020), and upon the effective date of this agreement, the protective provisions of Part D (Employee Protection) of Section III of the Award of Arbitration Board No. 282 shall be implemented and effectuated in the following manner:

(a) A ''Protected employee" as that term is defined in Section 1 of this agreement shall have the right to apply for, be assigned and used in accordance with his seniority and the applicable rules of the agreement on any designated "blankable"\* position on assignments within his seniority district on the Oregon Division (Northwestern District), provided that, within the particular seniority district involved, there are no "non-protected" employees on the active working lists or on regular assignments in freight and yard service. If, however, there are ''non-protected" employees in service and on the active working lists in a specific seniority district, "blankable" positions in that particular seniority district will be abolished in direct proportion to the number of non–protected" employees in service. The "blankable" positions held by the junior employees will, in such circumstances, be abolished and the employees affected will then be permitted to exercise their seniority 'in accordance with the schedule agreement.

**Example:** There are five ''non-protected" employees in service on regular assignments on an extra board, in a specific seniority district, five "blankable" positions in that particular seniority district and held by the five junior employees (whether road or yard) will be abolished.

**Note:** Designated "blankable" positions are the third brakemen who are employed and used in accordance with the requirements of the statutes of the States of Oregon and Washington on assigned through freight runs, pool and unassigned through freight runs, local, mixed, road and traveling switchers and other unclassified assignments and services as referred to in Section 7 of this agreement and assignments in road and yard service as set out in Section 8 of this agreement which call for a crew consist of less than two brakemen or less than two helpers on through freight, assigned locals, mixed trains, road switchers and/or yard service assignments

(b) When it becomes necessary to add a "non-protected employee'', as that term is defined in Section 2 of this agreement to any working list in a specific seniority district on the Oregon Division (Northwestern District), a "blankable" position in that particular seniority district occupied by the junior protected employee will be abolished and such protected employee will then be permitted to exercise his seniority in accordance with the schedule agreement.

(c) When there are no ''non-protected'' employees on any of the active working lists in a specific seniority district, all so-called "blankable" positions in that seniority district will be filled by ''protected'' employees; provided, however, that when it again becomes necessary to add a ''non-protected'' employee to the active working lists in a specific seniority district, a "blankable" position in such seniority district and held by the junior employee will be abolished.

(d) As additional ''non-protected'' employees are added to the active working lists in any specific seniority district, additional "blankable" positions in that particular seniority district will be abolished in direct proportion that the number of "non-protected' employees in service on the active working lists bears to the number of ''blankable" positions.

Example: If five "non-protected'' employees are added to the active working lists in a specific seniority district, the five "blankable" positions in that specific seniority district and held by the five junior employees (whether road or yard) will be abolished.

(e) In the event, through reduction in forces, a ''protected employee" would otherwise be furloughed in a specific seniority district, the local chairman shall request that the last "blankable" position which was abolished shall be bulletined and it shall then be assigned in accordance with the bulletin and assignment rules of the schedule agreement. Meanwhile, the "protected employee" who would otherwise be furloughed shall have the right to exercise seniority to the bulletined position during the bulletin period and in the event he is not assigned he may exercise his seniority as provided in the schedule agreement. Under this paragraph positions shall be made available in the reverse order of their abolishment, the last position abolished to be the first restored, etc.

**Note 1:** In restoring "blankable" positions in pool and unassigned freight service in territories where pool freight service is operated (second and third seniority districts) such restored "blankable" positions will be bulletined for seniority choice and, while under bulletin, such restored positions will be filled by the senior employee within the jurisdiction of the extra board that protects the service and who has made written application for the bulletined position.

If the senior employee making application for the restored "blankable" position in pool and unassigned freight service is not the senior bidder to the bulletined position, he will be required to return to his former position.

**Section 10.** This agreement shall be effective September 1, 1964 and is in full and final settlement of carrier's notice of June 16, 1964 and no further notice or notices will be served by either party involving positions in any seniority district on the Oregon Division (Northwestern District) under Section III of the Award of Arbitration Board No. 282.

**Dated at Portland, Oregon this 25th day of August, 1964**.

BROTHERHOOD OF RAILROAD UNION PACIFIC RAILROAD

TRAINMEN: COMPANY:

*S/ J. R. Yeager* S/ *N. B. Beckley*

General Chairman Assistant to Vice President