**OCTOBER 18, 1966**

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

**UNION PACIFIC RAILROAD COMPANY *(northwestern District-Oregon Division***

***and the***

**ORDER OF RAILWAY CONDUCTORS *&* BRAKEMEN**

**BROTHERHOOD OF RAILROAD TRAINMEN**

**REVISED VACATION AGREEMENTS**

**Conductors - Brakemen - Yardmen**

**Oregon Division**

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

Section 14 of the National Vacation Agreement of April 29, provides that:

''The parties hereto having in mind conditions which may exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representatives (general chairmen of the employees , party to this agreement, and the officer designatee by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.''

Pursuant to the terms of Section 14 of the National Vacation Agreement of April 29, 1949, quoted above, the parties have entered into several written agreements and understandings to implement the purposes of the National Vacation Agreement of April 29, 1949, as amended and expanded by the National Vacation Agreements of December 16, 1953 and November 20, 1964

These several implementing agreements set forth regulations provisions generally for:

(a) Scheduling of vacations

(b) Advancing or deferring of vacations

(c) Taking of vacations by installments.

It has been proposed that all of the effective implementing vacation agreements be amended, changed and/or further implemented into one comprehensive agreement to give effect to the provisions of all National Vacation Agreements, including the National Vacation Agreement dated November 20, 1964 and, in addition, that conductors and trainmen (brakemen/train baggagemen and yardmen be permitted, if qualified, to take their vacation in installments.

**Therefore, IT IS AGREED:**

**ARTICLE I - CANCELLATION OF PRIOR AGREEMENTS**

**Section 1.** Effective March 1, 1967 the following vacation agreements, implementing arrangements and/or understandings are cancel led in their entirety and shall be of no further force or effect on and after March 1 , 1967, insofar as such regulations and agreements apply to conductors, brakemen, train baggagemen and yardmen on the Oregon Division:

(a) Vacation understanding dated May 27, 1945 insofar as that understanding applies to employees of the company represented by the ORCB and BRT (ODB-701).

(b) Agreement dated January 18, 1960 (files ODC-306 and ODB-701).

**ARTICLE II - IMPLEMENTING AGREEMENTS**

The following regulations are adopted in lieu of the agreements identified as (a) and (b) in Article 1:

**BULLETINING, SCHEDULING AND ASSIGNMENT OF VACATION PERIODS**:

**Section 1.** (a) Commencing Wednesday, March 1 , 1967 and on the first day of each month thereafter, the Assistant Superintendent or his designated representative shall issue a separate vacancy bulletin for yard service employees and a separate vacancy bulletin for road service employees in their respective seniority districts showing the number of vacation vacancies that are to be made available for seniority choice in each of the five seniority districts for each of the four weeks in the month of April, commencing with the date of April 1, April 8, April 16 and April 23. The senior employees making application for one or more of the vacation periods thus advertised will be assigned to such vacation periods as shown on their application form, and assignments to vacation periods (road or yard) shall be based upon the class of service road or yard) in which the employee who was engaged at time. vacation assignment bulletin is issued. Vacation vacancy bulletins will close on the tenth (10th) day of each month and assignments will be made to the vacation vacancies no later than the fifteenth (15th) day of each month, except as hereinafter indicated.

**NOTE 1 :** The number of vacation vacancies to be bulletined and made available for seniority choice will be determined by agreement between the local chairman and the assistant superintendent for each individual seniority district .

**NOTE 2:** Where combination extra boards are maintained, employees shall be assigned to vacation periods as coming within the jurisdiction of road service at time assignment bulletin is issued.

Combination extra boards are maintained at

Centralia

The Dalles

La Grande

**NOTE 3:** Yardmen in each yard, including extra yardmen that protect yard service only, shall be handled separately, and assigned vacation periods as yardmen, except as follows -

Point To Be Handled By

Tacoma Centralia - Combination Board

Baker La Grande- " "

Pendleton La Grande- " "

Walla Walla Walla Walla- " "

Yakima Walla Walla- " "

In which case they will be handled in accordance with terms of Note 2.

(b) If there are no applications received for bulletined vacation vacancies or if an insufficient number of applications are received for the *number of* employees to be released in any week or period, the employees in reverse order of seniority on the brakemen's seniority rosters for each of the several seniority districts shall be assigned to the vacation vacancies (weeks or periods) as necessary to fill out all of the agreed-upon vacation vacancies which are bulletined for seniority choice on any one particular vacation vacancy bulletin. The forced assignment of employees under this paragraph (b) shall be handled separately and vacation periods filled from those employees working in road or yard service, as the case may be, at the time the assignment bulletins are issued, subject to the conditions prescribed in Notes 2 and 3 under paragraph (b) of this Section 1.

(c) vacation vacancies on and after March 1, *1967* will be handled and bulletined by following the procedures outlined in paragraph (a) *hereof and* on the following basis:

Issuance Date Vac Date Asgmt

Date of Bul Shall Shall be Vacation Periods

Vac Bull Close Made To Be Assigned

April 1 April 10 April 15 May 1, *8, 16* & 23

May 1 May 10 May *15* June 1, 8, 16 & 23

June 1 June 10 June *15* July 1, *8,* 16 & 23

July 1 July 10 July *15* Aug 1, *8, 16* & 23

Aug 1 Aug 10 Aug *15* Sept 1, *8,* 16 & 23

Sept 1 Sept 10 Sept 15 Oct 1, *8, 16* &23

Oct 1 Oct 10 Oct *15 Nov 1, 8, 16* &23

Nov I *Nov 10 Nov 15* Dec 1, *8, 16* & 23\*\*

Except when such dates fall on Saturdays, Sundays and/or designated holidays, in which *event the* vacancy and/or assignment bulletins shall be issued on the following workday.

**NOTE 1 :** Employees who, by reason of seniority , are still eligible for and entitled to a vacation of one, two, three or four weeks with pay under the terms of the National Agreements of November 20, 1964, shall be scheduled and required to commence their vacations no later\*\*, than on the dates set forth below:

If Still Entitled To Must Commence Vacation No Later Than:

Vacation of four weeks December 4

Vacation of three weeks December 11

Vacation of two weeks December 18

Vacation of one week December 25

The National Vacation Agreement of April 29, 1949 provides in Section 7(a) that -- ''Vacations shall not be accumulated or carried over from one vacation year to another.''

**NOTE 2:** The assigned vacation periods for conductors and brakemen holding turns in pool and unassigned freight service and for conductors brakemen and yardmen holding turns on an extra list shall for the purpose of applying paragraphs (a) and (c) of this Section 1, be started on Monday for such road and yard service employees.

**Section 2:** Advancing and Deferring Vacation Periods

(a) After the vacation assignment bulletins have been issued and assignments made, employees may advance or defer vacation periods, subject to the following:

(1) An employee in regularly assigned train service (conductors, brakemen and train baggagemen) may advance or defer his

vacation period to commence on any day (not necessarily on the 1st, 8th, 16th or 23rd) in order to take advantage of his layover day or days. This provision shall not apply to conductors and brakemen who are assigned to pool freight turns at Albina, The Dalles and/or La Grande nor to such employees when assigned to an extra list.

(2) An employee regularly assigned to a yard service assignment may advance or defer his vacation periods to commence

on any day to follow his designated "days off.'' This provision shall not apply to employees assigned or holding a turn on an exclusive yardmen's extra list.

(3) Regularly assigned conductors, trainmen (train baggagemen and brakemen) and yardmen who desire to advance or defer

vacation periods under the provisions of paragraphs 1 and 2 of this subsection (a), must file written application with the crew dispatcher (boardman) or other designated representative of the company at the completion of work on the shift preceding the employees' designated ''layover'' or ''days off'' and/or the date vacation is scheduled to commence.

(4) An employee who defers or advances a vacation under paragraphs (i) and (2) of this Section 2(a) must, nonetheless, be absent from his assignment for not less than the following number of consecutive days:

One week - sever. (7) days

Two weeks - fourteen (14) days

Three weeks - twenty-one 1,21) days

Four weeks - twenty-eight (28) days

(5) An employee who is granted a vacation under this agreement must return to service immediately upon completion of his vacation period and no later than 12:01 AM or the date following completion of his vacation unless he has made arrangements

through the crew dispatcher (boardman) or other designated representative of the company and has been granted permission to be absent from the service a specific number of additional days.

**Section 3:** Splitting Vacations or Taking Vacations by Installments

(a) -1 . Train and yard service employees who have qualified and are eligible for and entitled to a vacation of two, three or four weeks with pay under the provisions of the National Vacation Agreement of April 29, 1949, as amended by the National Vacation Agreements of November 20, 1964, may, under the provisions of Section 1(a) and 1(b) of this agreement apply for and/or be assigned to vacation periods of two, three and/or four weeks or may apply to take their vacation in installments of one week each.

2. Employees who are entitled to a vacation of two, three or four weeks with pay may apply and/or be assigned to continuous vacation periods and, if such employees who desire their vacation periods to run continuously for more than one week, must so specify on their application forms the periods for which the continuous vacation is desired. An employee assigned to a continuous vacation period in one month under the vacation bulletin shall be considered as having been assigned and entitled to whatever vacation he

may have due him in the following month under this provision.

3. An employee who applies for and/or is assigned to a continuous vacation period of two, three or four weeks must, in that event, take all of the vacation for which he has made application and/or to which he was assigned which shall run continuously thereafter from the date the vacation is bulletined to commence and will continue until all of the vacation period has been completed.

(b) Except as provided in paragraphs (a)-1, (a)-2 and (a)-3 of this Section 3, train and yard service employees who apply for their vacations by installments shall, nonetheless, be subject to paragraph (b) of Section I of this agreement when insufficient applications are received for bulletined vacation vacancies.

(c) Employees who apply for and are assigned certain vacation periods through the bulletin, application and assignment provisions pursuant to Section 1, paragraphs (a) and (b) of this agreement, shall retain whatever vacation weeks they may have due then and may utilize their seniority to apply for any remaining vacation weeks due them or any subsequent vacation vacancy bulletins until all remaining portions of the employees' vacation have been taken.

(d) Employees who apply for and are assigned to certain vacation periods through the bulletin, application and assignment provisions in accordance with paragraphs (a) and (b) of Section 1 of agreement will submit time returns to the timekeeping bureau for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken. Vacation allowances for the amount of vacation taken will be made in the payroll period during which the major portion of the vacation is taken.

(e) Subject to the provisions of Section 1, paragraphs (a) and (b) of this agreement and paragraph (a)-1 of this Section 3, employees working at outside points where extra lists are not maintained shall also be privileged to apply for and take their vacations in installments ; provided, however, that where deadheading is involved the following regulations shall apply:

(1) Deadhead payments under this split vacation arrangement shall be limited to ore round trip and such payments shall be allocated as follows

(a) Except as provided in subparagraph 2 of this paragraph (e), the first relief employee to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employees to an outside point to protect either the second or third installment of a vacation shall not be paid for.

(b) The last relief employee to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.

(c) Intervening deadhead trips to and from outside points which occur between the first and last installment and are incidental to and associated with this split vacation arrangement shall not be paid for.

(2) Deadhead payments under this Vacation Agreement shall not be paid for if they are otherwise not payable such as deadhead movements occasioned by an exercise of seniority.

**Section 4:** Continuous Service Provisions

(a) Under the terms and provisions of paragraphs (b), (c) and (d) of Section 1 of Articles IV (ORC&B) and VI (BRT) of the National Agreements of November 20, 1964, the following qualifying conditions are specified and must be met for an employee to be eligible for a vacation of two, three or four weeks with pay:

No. Years Days Serv Days Serv No Wks

Continuous Rend Prec Rend Prec Paid

Service Cal Year Cal Years Vacn

3 or more 160 480 2

15 or more 160 2400 3

20 or more 160 3200 4

(b) In the application of this agreement, employees who are forced assigned or voluntarily apply and are successful applicants for bulletined vacation periods pursuant to the provisions of Section 1, paragraphs (a) and (b) of this agreement, and, if any portion of such vacation period to any qualified employee is taker so as to precede the employee’s anniversary date, the employee will, in that event, forfeit that portion of his vacation which might have been due had a] I of his vacation been scheduled or granted to follow his anniversary date.

**Example:**

Employee A with seniority date of August 20, 1946 would have had twenty years of seniority and would have been entitled to a vacation of four weeks with pay if all or a portion of his vacation had been applied for and was actually taken to follow his anniversary date (August 20, 1966). However, if such an employee elected or was forced to take one week of his vacation prior to August 20, 1966, in such circumstances the employee involved would be entitled to an additional vacation period of two weeks with pay even though the remaining portion of his vacation is taken to follow his anniversary date (August 20, 1966).

**Section 5: Not A Guarantee**

It is understood that the bulletining, scheduling, assignment and granting of vacations pursuant to the provisions of Sections 1(a) and 1(b) of Article II of this Agreement establishes no guarantee that any employee shall be released for any particular vacation period. I t is recognized that the exigencies of the service create practical difficulties in providing expanded vacations to all employees. The right of the company to withhold employees from scheduled or bulletined vacation periods is conceded and, where that is done, the employee will be allowed pay in lieu thereof, as provided in Section I of National Vacation Agreement effective July 1, 1949, as amended by Article 5 of the National Agreement dated December 16, 1953 and Articles IV (ORC&B) and VI (BRT) of the National Agreements dated November 20, 1964.

**Section 6.** This agreement shall be effective January 1, 1967, and thereafter, subject to the condition that it shall automatically terminate at the end of any calendar year in which written notice is served by any one of the parties upon any one of the other parties to this agreement. Such written notice must, however, be served on or before October 1 of that calendar year. In the event of termination as provided herein, the provisions of the implementing Vacation Agreement entered into May 27, 1949 shall be restored and applied to conductors, brakemen and yardmen.

**Dated at Portland, Oregon this 18th day of October 1966.**

**BROTHERHOOD OF RAILROAD TRAINMEN: ORDER OF RAILWAY**

**CONDUCTORS AND BRAKEMEN:**

***S/ J. R. Yeager* *S/ C. G. Kunze***

**General Chairman Genera1 Chairman**

**UNION PACIFIC RAILROAD COMPANY:**

***S/ N. B. Beckley***

**Assistant to Vice President**