**MARCH 1, 1965**

**APPENDIX No. 14
Stay-At-Home Leave
CDB-1034
ODB-2040**

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

***between the***

**UNION PACIFIC RAILROAD COMPANY**

***(Northwestern District) and the***

**BROTHERHOOD OF RAILROAD
TRAINMEN**

**Stay At Home - Leave of Absence**

**Force Reductions**

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

Yardmen and brakemen working on the several seniority district of the Oregon Division, Northwestern District have established common seniority to road and/or yard service.

Fluctuations in the volume of train movements and yard service requirements necessitates reductions and increases in the working lists, and frequently such changes are of a temporary nature. The seniority rules of the effective agreements require, nonetheless, that employees taken off the working lists or the extra boards due to reductions in force at one point must, if their seniority permits, move to some other point and take the place of junior employees working at such other points within the combined seniority district.

Where temporary fluctuations occur in the number of employees required at any point within any one of the five respective seniority districts, it frequently occurs in the application of existing provisions of agreement that employees are required to move from one point to another for only short periods, and when the temporary situation is terminated and the working lists are increased, a like number of movements are required in the opposite direction.

It has been proposed that a substantial number of movements of employees from one point to another could be eliminated without detriment to the service by granting employees cut off at one point the option of remaining at the point where cut off the working list without forcing them to exercise their seniority at some other point.

The parties agree that in circumstances where the service of an employee who is cut off the working list or extra board at one point are needed at some other point he should be required to move to the point where his services are needed in order to protect that service and protect the seniority rights which he has established.

This Agreement is not made to cover that situation. Instead, it is intended to cover only situations where an employee is cut off the working list or the extra board at one point and there is an ample supply of brakemen and/or yardmen employed at all other points within the employee's seniority district to protect the service.

**Therefore, IT IS AGREED:**

**Section 1.** The Agreement dated January 25, 1961, (effective Jan 27, 1961),(ODB-1034) and applicable only to the territory Albina to The Dalles, is cancelled in its entirety, effective February 28, 1965, and the following adopted in lieu thereof:

**Section 2.** In circumstances where the number of employees on the working list or extra board at any point is reduced due to a reduction of forces, the employees cut off the working list or extra board at such point shall, if his services are not needed at any other point where he holds seniority, be granted the right to take leave of absence at the point where he is cut off the working list or extra, subject to the following conditions:

(a) Within three days of the time the employee receives notification that he is cut off the working list or extra board he makes a written request upon the crew dispatcher (boardman) or other designated officer for leave of absence. If the employee's services are not needed at some other point such leave of absence shall be approved.

(b) The employee cut off the working list or extra board and who is granted leave of absence as provided in Subsection (a), shall report for work when his services are needed within 48 hours of the time notified if service is required at the point where cut off or within five (5) days if service is required at some point other than the point where employee was cut off.

(c) An employee recalled under Subsection (b) to a point other than the point where cut off, shall be permitted to return to the cut off point when there is an ample supply of employees to handle the work at the point to which recalled.

(d) The provisions of Subsections (a), (b) and (c) of this Section 2 shall also apply to those seniority districts where only one extra board is maintained (Fourth and Fifth Seniority Districts) and shall apply with respect to the exercise of seniority at outside points provided there is a sufficient number of extra employees available on the protecting extra lists to protect the requirements of the service and, where there are sufficient extra employees available to protect the requirements of the service, an employee reduced from such an extra list will be granted a leave of absence and will not be required to exercise his seniority rights over a junior regularly assigned employee who is working and holding a regular assignment at an outside point.

(e) An employee who does not exercise his option within three days as provided in Subsection (a) of this Section 2 will, in that event, forfeit his right to take a leave of absence under the provisions of this agreement and, he will be required to exercise his seniority over an employee, his junior in seniority.

(f) Employees taking a leave of absence in accordance with Subsection (a) will be used for temporary emergency service and furloughed employees (men cut off and unable to hold any assignment in the exercise of seniority) will also be used for temporary emergency service in accordance with their established seniority rights.

(g) An employee granted a leave of absence under Subsection (a) of this Section 2 may return to service prior to recall by filing written application with the crew dispatcher (board man) or other designated officer at the point where cut off and at the point where the employee desires service. The employee will, if he has sufficient seniority, then be permitted to return to service when the extra board, road or yard, is increased at the point where the employee desires service.

**Section 3.** Except as specifically set forth herein, the provisions of Article *44* (Leave of Absence - particularly Section (c) thereof, (Decreasing and Increasing Forces) of the Agreement effective May 1, *1945,* shall continue to apply when decreasing and increasing forces and when recalling employees who have been furloughed in the reduction of forces. Where leaves of absence are granted pursuant to Section 2 of this Agreement, the terms of this Agreement shall take precedence.

**Section 4***.* This Agreement shall be effective March 1, *1965* and thereafter, subject to the condition that it shall automatically terminate and be of no further force or effect thirty days after written notice is served by either party upon the other of its desire to so terminate. In the event of termination of this Agreement, rules and practices in effect prior to March 1, *1965* will be restored in their entirety.

**Dated at Portland, Oregon this First Day of March, *1965.***

FOR THE BROTHERHOOD OF FOR THE UNION PACIFIC RAILROAD

RAILROAD TRAINMEN COMPANY

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

General Chairman, B R T Assistant to Vice President