

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

CAR RETARDERS

1. It is agreed that for purposes of the Railway Labor Act, the positions of car retarder that will be established at North Platte, Nebraska, when new retarder yard is placed in operation, shall be included within the seniority rights of yardmen and be governed by the rules of the yardmen's schedule, effective June 1, 1941, subject to the provisions of this agreement, which shall take precedence over all rules in conflict therewith.

2. It is further agreed that the following shall be applicable to car retarder positions at North Platte per above paragraph 1:

(a) The rate of pay of position of car retarder shall be \$12.58 per day of eight hours.

(b) Before any yardmen may assume position of car retarder by right of seniority, they must be qualified to do the work of the position. Yardmen desiring to qualify for position of car retarder must first demonstrate on their own time, to the satisfaction of the officer in charge, that they are sufficiently familiar with car retarder operation to be eligible to qualify for position of car retarder. In determining the qualification of car retarders, the company shall be the sole judge. Employees who have been determined eligible by the officer in charge must serve a test period of sixty shifts as car retarder to demonstrate their fitness and ability. Prior to the completion of sixty shifts, they may be disqualified by written notice to that effect from the officer in charge. Record will be maintained of qualified car retarders.

(c) Upon being assigned to position of car retarder, the yardmen assigned may not voluntarily vacate the assignment for a period of sixty days and shall not be subject to displacement through the operation of seniority rules, except by a senior yardman displaced while holding assignment of car retarder. Yardmen assigned to position of car retarder may not vacate the assignment until a successor is qualified and available to relieve him. Upon voluntarily vacating assignment of car retarder, yardmen will not again be eligible for assignment as car retarder for a period of one year, unless otherwise agreed between General Manager and General Chairman. However, they may be used in the event there are no available qualified car retarders. A voluntary change to accept promotion, or to change from one car retarder assignment to another car retarder assignment will not be considered as "voluntarily vacating" a car retarder assignment.

ITEM 1(a) Cont'd

(d) When a position of car retarder is temporarily vacated, the senior yardman qualified as a car retarder on that shift will be used, but if there are no qualified car retarders on that shift, the first out yardman on the extra board who is a qualified car retarder will be used. If the vacancy is not filled as outlined above, the senior yardman on the other shifts qualified as a car retarder who has signified in writing his desire to work as car retarder will be used. Failing to secure a qualified car retarder from the above sources, the junior qualified car retarder will fill the vacancy. The company will not be required to pay penalty time when yardmen are used as car retarders to fill vacancies as indicated in this section.

(e) Car retarders will, when required in an emergency during their tour of duty, perform any of the duties of yardmen or foremen in connection with switching or classification of cars that would normally be performed by them at the hump yard without penalty. They may be used in any of the towers during their shift without penalty. Where continuous shifts (two or more) are worked, any time on duty in excess of eight hours due to changing shifts shall not be considered as overtime and shall not be paid for. Otherwise, time worked in excess of eight hours will be paid for at rate of time and one-half for the actual time worked.

(f) Car retarders may be called upon to make minor repairs and adjustments in the plant mechanism.

(g) Car retarders will arrange their lunch period so as not to interfere with the operation of the hump.

(h) Car retarders will keep office or tower rooms in which they work clean and neat and will also clean the windows, inside and outside.

3. This agreement shall be effective as of the date necessary to carry out and give effect to the provisions contained herein in connection with operation of the plant now under construction, and shall continue in effect thereafter until changed in accordance with the provisions of the Railway Labor Act.

Dated at Omaha, Nebraska, this 27th day of May, 1948.

UNION PACIFIC RAILROAD COMPANY
A. E. STODDARD
General Manager

BROTHERHOOD OF RAILROAD TRAINMEN
A. D. HOMAN
General Chairman