**APPENDIX No. 12**

**Synthesis of Operating Vacation Agreements**

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949, between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America) , and the several amendments made thereto in various national agreements up to January 27, 1972: \*

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

**Section 1** (a) - Effective January 1 , 1973 , each employee , subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950\*\*, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1 (a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

\* Agreement of 5/13/71 with the BLE

\* Agreement of 1/27/72 with the UTU

\*\*(All references to September 25, 1950 Agreement should read September 21 , 1950)

(b) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the Provisions of Article 3 of Agreement ''A'' dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1 (c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement , having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay , or pay in lieu thereof , if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement ''A" dated September 25 , 1950, May 25, 1951 or Pay 23, 1952, on an individual carrier, but not earlier than the year 1960 in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960, on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1 , 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the Apri1 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the Apri1 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement ''A'' dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than year 1960, in the application of this Section 1(e) each basic day in service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

**NOTE:** In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - In dining car service, for service performed on and after July 1, 10,49 - each 7 1/2 hours paid for shall be considered the equivalent of *one* basic day in the application of Section ](a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for *service and* on which days he performs no service, not exceeding sixty (60) such days , will be included in the *de*termination of qualification for vacation - also calendar days , not in excess of thirty (30) , on which an employee is absent from and unable perform service because of injury received on duty will be included

The 60 and 30 calendar days referred to in this Section 1 (g) shall not be subject to the 1.1, 1. 2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b)), (c), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination for qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1 (b) , sixteen hundred (1600) basic days under Section 1 (c) , thirty-two hundred (3200) basic days under Section 1 (d) , and four thousand (4,000) basic days under Section 1(e)

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed or other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibi1ity under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier 'in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service In such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a) (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation In the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b) , (c) , (d) or (e) and (j) hereof.

**Section 2 -** Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

**General**

- An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section I (or carriers in case he qualified on more than one carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A'' dated September 25, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

**Yard Service**

(1) An employee receiving a vacation, or pay in lieu thereof, under Section I shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section I (or carriers in case he qualified on more than one carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

**Combination of Yard and Road Service**

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

**NOTE:** Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

**Section 3 -** Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

**Section 4 -** Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

**Section 5** - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

**Section 6 -** Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that In any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

**Section 7** (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

**Section 8 -** The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

**Section 9 -** The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

**Section 10 -** Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. it is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

**Section 11 -** This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

**Section 12 -** This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

**Section 13 -** This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

**Section 14 -** The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated 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.

EMPLOYEE MEMBERS CARRIER MEMBERS

B. N. Whitmire Robert Brown

M. W. Hampton J. B. Clark

K. Levin M. E. Parks

Q. C. Gabriel G. M. Seaton, Jr.

W. R. Meyers T. F. Strunck

**M E M 0 R A N D U M**

**Chicago, Illinois, April 29, 1949**

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainman, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers, Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1.A trainman in passenger service, on a trip of 300 miles , upon which no overtime or other allowances accrue, will be credited with two basic days.

2.An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.

3.An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.

4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.

5.An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.

An employee in freight service, called and released and paid 50 miles for same, will be credited with ½ basic day.

7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip, 150 miles

2nd trip, 140 miles

3rd trip, 120 miles

4th trip, 150 miles

5th trip, 140 miles

Total = 700 miles

Will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short turnaround passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.

13.An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.

14.An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

An employee is allowed one hour as an arbitrary allowance, will be credited with 1/8 basic day.

*S/ A. Johnston* S/ D. P. Loomis

Grand Chief Engineer Chairman

Brotherhood of Locomotive Engineers Western Carriers ' Conference Committee

*S/ C. J. Goff S/ H.A. Enochs* . Asst. President Chairman

Brotherhood of Locomotive Firemen and Enginemen Eastern Carriers' Conference Committee

*S/ R. G. Hughes* *S/H. A . B e n t o n*

Vice President Chairman

Order of Railway Conductors Southeastern Carriers' ' Conference Committee

*S/ A. F. Whitney*

President

Brotherhood of Railroad Trainmen

S/ A. J. Gl*over*

Intl . President

Switchmen's Union of North America

**JANUARY 18, 1956**

**ATTACHMENT - 1**

**INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF**

**SECTION 1 OF VACATION AGREEMENT**

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their term and conditions for the year 1955.

Signed at Chicago, Illinois , this 18th day of January , 1956.

**CARRIER MEMBERS**

**SECTION 10 COMMITTEE**

*S/ Frank J. Goebel*

*S/ L. W. Horning*

*S/ D. P. Loomis*

*S/ E. H. Hallman*

S/ *F. K. Day, Jr.*

**EMPLOYEE MEMBERS**

**SECTION 10 COMMITTEE**

S/ *R. E. Davidson*

S/ *S. C. Phi I Zips*

*S/ J. A. Paddock*

*S/ S. Vanderhei*

S/ *E. McDaniels*

**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**