

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
BROTHERHOOD OF RAILROAD TRAINMEN

IT IS AGREED:

Section 1. Subject to the provisions of Section 5 hereof, the Carrier may eliminate the second brakeman on the following assignments during the periods and to the extent hereinafter specified:

(a) Lincoln 50 Mile Zone Local

The crew of this Local will consist of a conductor and one brakeman.

(b) Trains Nos. 79, 80, 81, 82, Columbus-Spalding
Turnaround Local

This assignment will have a crew consist as follows:

From	Through	Crew Consist
September 1	May 31	Conductor and one brakeman
June 1	August 31	Conductor and two brakeman

(c) Fremont 50 Mile Zone Normal Switcher

The crew of this Local will consist of a conductor and one brakeman.

(d) Train Nos. 95-96, Kearney – Stpleton Turnaround Local

This assignment will have a crew consist as follows:

From	Through	Crew Consist
September 1	May 31	Conductor and one brakeman
June 1	August 31	Conductor and two brakeman

(e) Trains Nos. 353-354, Cheyenne-Yoder Turnaround Local

Under present operating conditions the crew of this Local will continue to consist of a conductor and two brakemen. However, if and when local work on the main line between Cheyenne and Egbert is removed from this Local the consist will be reduced by one brakeman.

(f) Coalmont Local, Laramie-Walden Turnaround

For six months of the year the crew of this Local will consist of a conductor and one brakeman. For the remaining six months the crew will consist of a conductor and two brakemen. The Carrier will select the months when the reduced crew consist will be effective and the months so selected need not be consecutive, but must be full calendar months.

(g) Hill Field Local Ogden-Hill Field Turnaround

The crew of this Local will consist of a conductor and one brakeman. (Note: Not final-pending.)

(h) Extra Local Solomon Branch, Salina-Beloit Turnaround

As long as this Local is handling a substantial number of lumber diversions the crew will consist of a conductor and two brakemen. If, however, the number of lumber cars to be diverted decreases 75% or more from the total number of diversion cars handled during August 1964 the consist of this Local will be reduced to a conductor and one brakeman.

Note: 364 lumber cars were handled during August 1964. If in any future month 91 lumber cars or less are handled the Carrier can at that time reduce the crew consist to a conductor and one brakeman.

If and when this Local is operated with one brakeman, no switching will be performed by this Local on the main line except at Solomon when such switching is in connection with their own train and in case of emergency.

Section 2. The crew consist of the following Local Freight Trains which were listed in notice to the Organization dated June 29, 1964 will continue to be a conductor and two brakemen:

1. Trains Nos. 71, 72, 73, 74, Council Bluffs-Beatrice
2. Trains Nos. 312-321, Columbus-Norfolk Local
3. Trains Nos. 75-76, Grand Island-Valley Highline Straightaway Local
4. Gering 50 Idle Zone Local
5. Fort Collins Local, LaSalle-Fort Collins Turnaround
6. Denver-Northern Coal Fields Turnaround Coal Run
7. Bunell Local
8. Extra Local, Kansas City-Lawrence Turnaround

Section 3. Subject to the provisions of Section 5 hereof the Carrier may eliminate the second helper on the following yard assignments during the periods and to the extent hereinafter specified:

(a) Council Bluff's Yard

Assignment	Shift Hours	From	Through	Crew Consist
#1 Coach Yd	7:30A- 3:30P	Jan 1	Dec 31	Foreman and one helper
#1(a) Coach Yd	3:30P- 11:30P	Jan 1	Dec 31	Foreman and one helper
#1 (b)Coach Yd	11:30P- 7:30P	Jan 1	Dec 31	Foreman and one helper

(b) Kearney Yard

Assignment	Shift Hours
Yard Job	6:30A- 2:30P

For six months of the year the crew will consist of a foreman and one helper. For the remaining six months the crew will consist of a foreman and two helpers. The Carrier will select the months when the reduced crew consist will be effective and the months so selected need not be consecutive, but must be full calendar months.

(c) Sidney Yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	8:00A- 4:00P	Jan 1	Dec 31	Foreman and one helper

(d) Sterling Yard

Assignment	Shift Hours
Yard Job	4:00A-12:00 Noon

For the entire best season the crew consist will be a foreman and two helpers. During the balance of the year the crew consist will be a foreman and one helper.

(e) Beatrice Yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	9:00A- 5:00P	Jan 1	Dec 31	Foreman and one helper

(f) Cheyenne Yard

Assignment	Shift Hours	From	Through	Crew Consist
Northeast Lead	7:00A- 3:00P	Jan 1	Dec 31	Foreman and one helper

(g) Denver Yard

Assignment	Shift Hours	From	Through	Crew Consist
Coach Job	6:30 A- 2:30P	Jan 1	Dec 31	Foreman and one helper
Coach Job	2:30 P – 10:30P	Jan 1	Dec 31	Foreman and one helper

(h) Laramie Yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	8:00A- 4:00P	Jan 1	Dec 31	Foreman and one helper
Yard Job	11:00P – 7:00 A	Jan 1	Dec 31	Foreman and one helper

(i) Rawlins Yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	7:00A- 3:00P	Nov 15	Mar 15	Foreman and two helper
		Mar 16	Nov 14	Foreman and one helper

(j) Evanston yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	7:00A- 3:00P	Jan 1	Dec 31	Foreman and one helper

(k) Kansas City yard

Assignment	Shift Hours	From	Through	Crew Consist
# 7 –18 th St	7:00A- 3:00P	Jan 1	Dec 31	Foreman and one helper
#1 – Armstrong	7:15A- 3:15P	Jan 1	Dec 31	Foreman and one helper
# 1 – Armstrong	7:20A- 3:20P	Jan 1	Dec 31	Foreman and one helper
# 1 - Armstrong	7:30A- 3:30P	Jan 1	Dec 31	Foreman and one helper

(l) Ellis Yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	6:30A- 2:30P	June 1	Oct 31	Foreman and two helper
		Nov 1	May 31	Foreman and one helper

(m) Marysville Yard

Assignment	Shift Hours	From	Through	Crew Consist
Yard Job	7:00A- 3:00P	Jan 1	Dec 31	Foreman and one helper

Section 4. The crews of the following yard assignments which were listed in notice to the Organization dated June 29, 1964 will continue to consist of a foreman and two helpers:

Location	Assignment	Shift Hours
Council Bluffs Yard	#7 North Yard	8:00A-4:00P
Council Bluffs Yard	# 2 (a) North yard	3:00P – 11:00P
Council Bluffs Yard	#2 (b) North Yard	11:00P – 7:00A
Kearney Yard	Yard Job	7:00P-3:00A
Sidney Yard	Yard Job	6:00P-2:00A
Cheyenne Yard	ACK Store Dept	3:59P-11:50P
Denver Yard	Refinery Job	8:00A-4:00P
Denver Yard	Blake Street Job	11:00P-7:00A
Laramie Yard	Tie Yard	7:30A-3:30P
Laramie Yard	Yard Job	3:00P-11:00P
Rawlins Yard	Yard Job	11:00P-7:00A
Rock Springs Yard	Yard Job	7:30A-3:30P
Kansas City Yard	#26-18 th Street	6:30A-2:30P
Kansas City Yard	#14 – South Yard	7:30A-3:30P
Kansas City Yard	#24 – Armstrong	2:30P-10:30P
Kansas City Yard	#22 – Armstrong	3:15P-11:15P
Junction City Yard	Yard Job	8:00P-4:00P
Marysville Yard	Yard Job	3:00P-11:00P
Marysville Yard	Yard Job	11:00P-7:00A

Section 5. The reduction of brakemen or yardmen on assignments listed in Sections 1 and 3 hereof will be subject to the following:

- (a) Reductions in crew consists in Sections 1 and 3 hereof will be subject to Section III, Part D "Employee Protection", of the Award of Arbitration Board No. 282.
- (b) A yardman at an outlying point required to move to another yard as a result of the application of Section III, Part D, Paragraph (2) of the Award of Arbitration Board No. 282 will, upon request, be granted up to a 30-day leave of absence to make such move.
- (c) Rule 11, 'Consist of Crews', of the current yardmen's agreement is modified only to the extent necessary to permit the reductions in Section 3 hereof. Effective with the termination of this agreement, Rule 11, "Consist of Crews", will again be in full force and effect, unless agreed otherwise.
- (d) The provisions of this agreement as they relate to the following assignments will be held in abeyance until activated by the parties signatory hereto or their successors:

1. Lincoln 50 Nile Zone Local
2. Trains Nos. 79, 80, 81, 82, Columbus-Spalding
Turnaround Local
3. Fremont 50 Mile Zone Hormel Switcher
4. Trains Nos. 95-96, Kearney-Stapleton Turnaround Local

In the event the parties fail to agree upon the activation of this portion of the agreement the dispute will be submitted to a Special Board of Adjustment.

Section 6. This agreement is in full and final settlement of Carrier's notices of June 29, 1964 and for the period specified in Section 7 hereof no further notice or notices dealing with crew consist will be served by either party.

Section 7. This agreement will remain in effect for the period specified in Section IV of the Award of Arbitration Board
Board 282. At the end of that period this agreement will automatically terminate.

This agreement is effective September 1, 1964,

Dated at Omaha, Nebraska this 1st day of September, 1964,

FOR THE EMPLOYEES:

FOR UNION PACIFIC RAILROAD COMPANY:

General Chairman- BofRT

Asst to Vice President Relations

Approved

Vice President, BofRT

Asst. to Vico President-Labor Relations

UNION PACIFIC RAILROAD COMPANY
Department of Labor Relations

September 1, 1964

H. A. Janulewicz, General Chairman
Brotherhood of Railroad Trainmen
718 Kilpatrick Building
Omaha 2, Nebraska

Dear Sir:

This letter is in regard to the elimination of positions of road brakemen on the Eastern District as contemplated under the provisions of Section III of Award of Arbitration Board No. 282.

Section 1(g) of the Agreement dated September 1, 1964, reads as follows:

(g) Hill Field Local, Ogden-Hill Field Turnaround
The crew of this local will consist of a conductor and one brakeman. (Note: Not final-pending)

IT IS AGREED:

The crew operating on the Hill Field Local (Ogden- Hill Field turnaround) will consist of a conductor and one brakeman, subject to the concurrence of Local Chairman T. N. Tyree, BofRT.

In the event Mr. Tyree does not concur in the reduced crew consist, the question will be referred to a Special Board of Adjustment.

Yours truly,
//Long

Accepted:
General Chairman, BofRT

Approved:
Vice President, BofRT

UNION PACIFIC RAILROAD COMPANY
Department of Labor Relations

September 1, 1964

H. A. Janulewicz, General Chairman
Brotherhood of Railroad Trainmen
718 Kilpatrick Building
Omaha 2, Nebraska

Dear Sir:

This letter is in regard to the elimination of positions of yard helpers on the Eastern District as contemplated under the provisions of Section III of Award of Arbitration Board No. 282.

Section 3 of the Agreement dated September 1, 1964 reads as follows:

"Subject to the provisions of Section 5 hereof the Carrier may eliminate the second helper on the following yard assignments during the periods and to the extent hereinafter specified."

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In the application of this section, it is agreed:

The starting time of the listed assignments may be changed not to exceed 30 minutes without nullifying the effectiveness of this section (3) with respect to the assignment or assignments so changed.

Yours truly,
//Long

Accepted:
General Chairman, BofRT

Approved:
Vice President, BofRT

Union Pacific Railroad Company
Department of Labor Relations

October 4, 1965

E-013-23-41

H. A. Janulewicz,
General Chairman Brotherhood of Railroad Trainmen
Omaha, Nebraska 68102

Dear Sir:

This has reference to Sections 1(a), (b), (c) and (d) of Agreement effective September 1, 1964 in connection with elimination of second brakeman from certain specified assignments and with particular reference to Section 5(d) reading as follows:

“(d) The provisions of this agreement as they relate to the following assignments will be held in abeyance until activated by the parties signatory hereto or their successors:

1. Lincoln 50 Mile Zone local
2. Trains Nos. 79, 80, 81, 82, Columbus-Spalding Turnaround Local
3. Fremont 50 Mile Zone Hormel Switcher
4. Trains Nos. 95-96, Kearney-Stapleton Turnaround Local

"In the event the parties fail to agree upon the activation of this portion of the agreement the dispute will be submitted to a Special Board of Adjustment."

As you are no doubt aware, the Nebraska Full Crew Law has been repealed to be effective 90 days after the Legislature adjourns.

It is my opinion that we can compose this matter in conference and I would therefore request that you advise when you will be available for conference on this matter. It would be appreciated if you could arrange it at your earliest convenience.

Yours truly,
//Long

Union Pacific Railroad Company
Department of Labor Relations

October 27, 1965

E-013-2341

H. A. Janulewicz, General Chairman
Brotherhood of Railroad Trainmen
Omaha, Nebraska 68102

Dear Sir:

This has reference to Sections 1(a), (b), (c) and (d) and 5(d) of Agreement of September 1, 1964 providing for certain assignments listed therein being operated with a reduced crew consist which was negotiated under the provisions of Section 111 "Consist of Road and Yard Crews (Other Than Engine Service)" of Award of Arbitration Board No. 282, which was discussed with you in conference on October 22, 1965:

The Nebraska Full Crew Law was repealed by the State Legislature to be effective 90 days after the Legislature adjourned. The Legislature adjourned on August 17, 1965, therefore, the effective date of the repeal of the Nebraska Full Crew Law will be November 16, 1965.

It was understood in conference that the assignments listed in Sections 1(a), (b), (c) and (d) and 5(d) of the Agreement of September 1, 1964, may, on and after November 16, 1965, be operated with a reduced crew consist subject to the provisions of the September 1, 1964 Agreement. The assignment listed in Section 1(c) and 5(d)3 "Tremont 50 Mile %one Hormel. Switcher" is not now in existence however.

Would you kindly confirm this understanding.

Yours truly,
//Long