

SYNTHESIS-ESTABLISHMENT OF DUAL INTERCHANGEABLE SENIORITY  
RIGHTS FOR EMPLOYEES IN TRAIN AND YARD SERVICE

The following represents a synthesis in one document, for the convenience of the parties, of the Agreement dated July 27, 1956, effective June 23, 1962, titled "Establishment of Dual Interchangeable Seniority Rights For Employees in Train and Yard Service" and the various amendments thereto up to and including November 1, 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 dual and interchangeable seniority rights provision, the terms of the appropriate agreement dealing with dual and interchangeable seniority rights shall govern.

Section 1

Effective 12:01 AM, September 21, 1962, dual interchangeable seniority rights will be established for trainmen holding brakemen's seniority on the respective road rosters, and yardmen holding seniority on the respective division seniority rosters, as hereinafter provided.

Section 2

Seniority Districts

(a) Nebraska Division:

Trainmen - 1st Seniority District-Omaha-Grand Island	
	and Branches
2nd " "	-Grand Island-North
	Platte and Branches
3rd " "	-North Platte-Sidney
	and Branches
4th " "	-Cheyenne-Sidney and
	Branches
Yardmen - Council Bluffs to Cheyenne (not including	
	Cheyenne Yard but
	including Beatrice
	Yard)

(b) Wyoming Division:

Trainmen - 5th Seniority District-Cheyenne-Laramie	
6th " "	-Laramie-Rawlins and
	Branches
7th " "	-Rawlins-Green River
	and Branches
8th " "	-Ogden-Green River
	and Branches
Yardmen - Cheyenne to Ogden (not including Ogden Yard)	

(c) Old Colorado Division:

Trainmen-Entire Division - South of Cheyenne and Jules-	
	burg and east of Denver to
	Ellis and Branches, includ-
	ing the Plainville Branch,
	Oakley to Plainville
Yardmen - Denver and Sterling Yard	

(d) Kansas Division:

Trainmen - 1st Seniority District-Kansas City to Marys-	
	ville and Junction
	City and Branches
2nd " "	-Junction City to

ITEM 3(a) Cont'd

Ellis and Branches,  
including Plainville  
Branch, Salina to  
Plainville

St. Joseph and Grand Island  
Yardmen - Entire Division, including Ellis, Hastings  
and Marysville Yard.

Section 3

Prior Rights

(a) Trainmen holding seniority dates on the respective seniority districts as brakemen in road service as of the close of day on June 22, 1962 will retain prior rights in road service on their respective seniority districts according to their then existing relative seniority status, and will be given a date as of 12:01 AM, June 23, 1962, following the junior yardman on the yardmen's division seniority roster in the same relative standing as on the road roster, subject to the conditions set forth in paragraph (c) of this Section 3.

(b) Yardmen holding seniority dates on the respective divisions as of the close of day, June 22, 1962, will retain prior rights in yard service according to their then existing relative seniority status, and will be given a date as of 12:01 AM, June 23, 1962 on a freight seniority district of their choice (providing selection is on the same division where the yardman holds seniority) following the junior man on the road freight seniority roster in the same relative standing as on the yard division seniority roster, subject to the conditions set forth in paragraph (c) of this Section 3.

(c) Each employe in the respective services as of the effective date of this agreement will have an absolute election to acquire, claim, or reject, seniority rights in the opposite service, as follows:

Between 12:01 AM, July 23, 1962, to 11:59 PM, September 20, 1962, employes holding seniority as brakeman on the seniority districts as shown in Sections 2(a), (b), (c) or (d), hereof, will file with their respective Division Superintendents a written application to acquire or reject seniority as yardman on the respective division yard seniority roster, and employes holding seniority as yardman on the respective divisions as shown in Sections 2(a), (b), (c) or (d), hereof, will file with their respective Division Superintendents a written application to acquire or reject seniority as brakeman on a freight seniority district of their choice (provided the selection is on the same division where the yardmen hold seniority).

Employes holding seniority as brakeman or yardman who are temporarily suspended, dismissed from service, or on authorized leave during the entire period specified in this Section 3 shall be granted thirty days after return to service in which to make application for a seniority date in the opposite service, and upon the filling of written application within such thirty day period shall be accorded seniority in the same manner as though their application had been filed during the period specified herein.

Brakemen or yardmen who do not elect to acquire seniority in the opposite service within the sixty day period provided herein

and who later desire to do so will be accorded dual seniority effective as of the date and time written application is received in the office of the respective Division Superintendents.

For purposes of clarification, it is understood:

(1) Brakemen on the seniority districts comprising the Nebraska Division, who make application as provided above, will be added to and acquire seniority on the Nebraska Division yardmen's seniority roster, and yardmen on the Nebraska Division who make application as provided above, will be required to select one of the freight seniority districts contained within the confines of the Nebraska Division as listed in Section 2(a).

(2) Brakemen on the seniority districts comprising the Wyoming Division, who make application as provided above, will be added to and acquire seniority on the Wyoming Division yardmen's seniority roster, and yardmen on the Wyoming Division who make application as provided above, will be required to select one of the freight seniority districts contained within the confines of the Wyoming Division as listed in Section 2(b).

(3) Brakemen on the seniority districts comprising the Old Colorado Division who make application as provided above will be added to and acquire seniority on the Colorado Division yardmen's seniority roster, and yardmen on the Old Colorado Division who make application as provided above will be added to and acquire seniority on the Old Colorado Division brakemen's seniority roster as listed in Section 2(c).

(4) Brakemen on the seniority districts comprising the Kansas Division who make application as provided above will be added to and acquire seniority on the Kansas Division yardmen's seniority roster, and yardmen on the Kansas Division who make application as provided above will be required to select one of the freight seniority districts contained within the confines of the Kansas Division as listed in Section 2(d).

NOTE: It is understood and agreed that yardmen holding prior right yard date on the old St. Joseph and Grand Island Railway will be senior to Kansas Division yardmen in the selection of freight rights on the old St. Joseph and Grand Island Railway. Likewise, Kansas Division yardmen who hold prior right yard date on the Kansas Division will be senior to St. Joseph and Grand Island Railway prior right yardmen in the selection of freight rights on the First (Kansas City to Junction City and Marysville and Branches) and Second (Junction City to Ellis and Branches) Seniority Districts.

#### Section 4

(a) Employees (brakemen or yardmen) employed on and after 12:01 AM, June 23, 1962, will be accorded a common seniority date in both yard and road service. However, such employees commencing work in yard service will select, for the purpose of determining the road district on which they hold road

seniority, one of the freight seniority districts contained within the confines of the division on which they are employed. Such employees will be shown on a separate seniority roster.

(b) Trainmen with prior rights in road service shall have prior rights to promotion to conductor in accordance with applicable schedule rules.

#### Section 5

(a) Upon establishment of dual seniority in road and yard service, employees working in road service may transfer in the exercise of seniority to yard service, and vice versa, and exercise seniority in the service to which they elect to transfer subject to the condition that they make written application to the Superintendent, and providing their seniority will permit them to work in the service to which transferred. Such transfer shall be made effective not later than 10 days after the extra board covering yard or road district is increased.

(b) Any employee exercising such right will be required to remain in the service to which transferring for a period of four months unless reduced to the extra board.

(c) In the application of Sections 5(a) and (b), it is understood that any employee holding prior rights in either road or yard service may exercise rights in the opposite service in event his seniority will not allow him to work in the service where prior rights are held. Such employee will be permitted to return to his prior right service at the first opportunity.

(d) Employees in yard service and employees in road service will be subject to the provisions of the individual yard and road agreements when working in that particular service.

(e) In the application of this agreement, no deadhead allowances will accrue to:

1. Employees transferring from road service to yard service, or vice versa;
2. Any other employees who may be required to deadhead because of the provisions of paragraph one of this section.

(f) Employees covered by this agreement, not holding prior rights in either road or yard service, who are affected by force reduction, will not be furloughed until such employees have exhausted their seniority in both road and yard service.

(g) Trainmen holding prior rights in road service affected by force reduction will not be required to exercise seniority in yard service before being furloughed, nor will yardmen holding prior rights in yard service affected by force reduction be required to exercise seniority in road service before being furloughed, unless they choose to do so.

(h) Furloughed prior right roadmen or yardmen will not be recalled to the opposite service unless they so indicate in writing to their Division Superintendent at the time they are furloughed.

Section 6

EXTRA BOARDS - EXTRA LISTS

Separate extra boards covering road service, and extra lists covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules and agreements.

Section 7

It is understood and agreed the terms of this agreement shall not be construed as changing any of the provisions contained in the existing trainmen's and yardmen's schedules covering dead-heading, or payments for deadheading, affecting employes in road or yard service, except as provided by Section 5(e).

Section 8

Employees in the exercise of interchangeable seniority rights who have transferred from road to yard service will be governed by rates of pay and rules in yard service, and those who have transferred from yard to road service will be governed by rates of pay and rules in road service. It is understood and agreed that the terms of this agreement shall not of itself be construed as authorizing abandonment of yard service at any yard or in any manner modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

Section 9

It is understood and agreed that the provisions of this agreement shall not be construed as modifying, amending, or changing the provisions of applicable schedule rules with respect to employes eligible for promotion to conductor and/or protecting seniority as conductor.

It is recognized that disputes may arise in the administration of this agreement. Therefore, it is agreed that when such disputes do arise, a conference will be held promptly by the signers of this agreement, their representatives or successors, to endeavor to compose the dispute. Such disputes will not be the basis for the filing of claims prior to the conference. In the event the dispute is not amicably settled in conference, the Organization will then be free to submit claims in the usual manner.

Section 10

Nothing contained herein shall be construed as modifying or changing schedule rules or agreements except as herein specifically provided for.

Section 11

This agreement is effective as of 12:01 AM, June 23, 1962, and shall remain in effect subject to provisions of the Railway Labor Act.