

A G R E E M E N T  
between the  
UNION PACIFIC RAILROAD COMPANY  
(Northwestern District - Oregon Division)  
and the  
UNITED TRANSPORTATION UNION - C&T Division

\* \* \*

By agreement dated January 30, 1978 between the Company and the United Transportation Union the parties provided for the establishment of "Hump Foremen" and "Trim Foremen" positions at the automated classification yard at Hinkle, Oregon.

To provide for a supply of qualified hump foremen/trim foremen,

IT IS AGREED:

(a) When it is determined by the Company that additional hump foremen and/or trim foremen are needed, a notice shall be posted on all bulletin boards on the seniority district for a period of not less than five (5) days, notifying all employees qualified as engine foremen of the number of additional employees needed and that applications will be accepted from employees wishing to qualify as hump foremen/trim foremen. Applicants shall be selected to qualify as hump foremen/trim foremen on the basis of seniority as trainmen/yardmen, the senior applicant to be given the first opportunity to qualify, the second senior applicant to be given the second opportunity to qualify, etc.

(b) The Company shall make the determination of what constitutes qualifications for hump foremen/trim foremen positions, but such determination shall be applied impartially and shall be the same for applicants selected responsive to each separate notice as provided in paragraph (a) hereof.

(c) Foremen qualifying for hump foremen/trim foremen positions shall do so in accordance with instructions issued by the Company, and those employees who are selected in accordance with paragraph (a) shall receive the standard engine foreman's rate of pay while training. The duration of the training period will be determined by the Company; however, the payment provided for herein shall not exceed five days for employees with one or more months prior experience as a yard helper in the automated classification yard at Hinkle and seven days for those individuals who have had no prior experience as a yard helper in the automated classification yard at Hinkle.

(d) Road service employees who request training in order to exercise a right of displacement and who have had no prior experience as a helper in the automated classification yard at Hinkle must first work thirty days as a helper in that yard and must make such request immediately upon satisfying that requirement.

A road service employee who qualifies as a hump foreman/trim foreman and returns to road service may be required to undergo and pass the required examination prior to again assuming a position as hump foreman/trim foreman.

NOTE: In application of the above, should the employee fail the examination, the employee may take the examination a second time provided he indicates he desires a second examination when notified of the first failure. The second examination must be taken within thirty days of the first examination and in the interim the employee will retain his right of displacement. Should the employee fail to pass the second examination, he shall forfeit his right of displacement and will remain on the position occupied by him.


(e) Subject to the provisions of Rules 54(1) and 74, this agreement reserves to the Company the right of disqualifying an employee during the qualification period upon reasonable indication of inaptitude, lack of diligence, or indifference in qualifying as hump foreman/trim foreman. An applicant may also cancel his application to qualify at any time prior to the time he is certified by the Company as a qualified hump foreman/trim foreman. Employees who cancel their applications to qualify prior to certification as provided herein shall not be paid for time devoted to qualification.

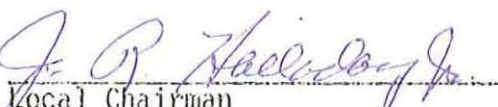
(f) Upon being certified as a hump foreman/trim foreman by the Terminal Superintendent at Hinkle, no employee may voluntarily disqualify himself as a hump foreman/trim foreman, except that the Director of Labor Relations in behalf of the Company and the General Chairman in behalf of the employees may, by written agreement, make exceptions to this provision.

This agreement shall be effective September 15, 1981 and shall continue in effect until it is changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Portland, Oregon this 10th day of September, 1981.

UNITED TRANSPORTATION UNION:

  
General Chairman, C&T Divisions

  
Local Chairman

UNION PACIFIC RAILROAD COMPANY:

  
Director of Labor Relations, N W D