

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 Divisions
* * *
TIME LIMIT IN WHICH TO MAKE DISPLACEMENT -- YARDMEN

The following understanding is hereby adopted with the view that it will greater facilitate crew dispatching procedures relating to yardmen exercising their right of displacement.

IT IS AGREED:


Yardmen who, for any reason, have a right of displacement will exercise that right as promptly as possible and will not lay off before doing so. Under this rule, a yardman must exercise seniority within five days unless leave of absence (layoff) is granted in accordance with governing rules. Failure to comply with this provision will result in forfeiture of right of displacement except to the extra board which protects the work from which displaced, if his seniority is sufficient. If unable to hold the extra board, the employee will be required to displace the junior man on the seniority district except as otherwise provided in the Stay- At-Home Agreement.

The five-day period shall commence at the time the yardman is free to make a displacement and has been notified by the crew dispatcher of his displacement or that his run is being abolished, as the case may be.

This agreement shall be effective April 1, 1985 and thereafter, subject to termination upon thirty days written notice by either party upon the other.

Dated at Portland, Oregon this 29th day of March, 1985.

UNITED TRANSPORTATION UNION:


General Chairman, C&T Divisions

UNION PACIFIC RAILROAD COMPANY:


Director of Labor Relations, NWD

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 Divisions

Rule 59 - Laying Off -- Reporting for Duty -- Displacements, of the Agreement between Union Pacific Railroad Company and the United Transportation Union effective October 1, 1975, reads:

- "(a) Yardmen desiring to lay off must obtain authority as much as possible in advance but not less than one and one-half hours prior to the starting time of the assignment.
- "(b) Assigned yardmen reporting for duty after laying off will do so not less than three hours before the starting time of their assignment.
- "(c) A yardman with right of displacement will exercise such right no later than 10:00 PM for the first shift, 11:00 AM for the second shift, and 6:00 PM for the third shift."

In order to facilitate better administration of layoffs and displacements of yardmen,

IT IS AGREED:

- 1) Rule 59, quoted above, is amended to read as follows:
 - (a) Yardmen desiring to lay off must obtain authority as much as possible in advance but not less than one and one-half hours prior to the starting time of the assignment.
 - (b) Assigned yardmen reporting for duty after laying off or yardmen exercising right of displacement will do so not less than three hours before the starting time of the assignment.
- 2) Paragraph (c) of Rule 59 as quoted above is eliminated in its entirety.

This agreement shall be effective January 15, 1983 and thereafter, subject to termination upon 30 days written notice by either party upon the other, in which event Rule 59 of the current agreement and the practices thereunder shall be restored in their entirety.

Dated at Portland, Oregon this 4th day of January, 1983.

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:


General Chairman, C&T Divisions


Director of Labor Relations, NWD

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY
(Northwestern District - Oregon Division)

and the

UNITED TRANSPORTATION UNION - C & T Divisions

IT IS AGREED:

Effective January 20, 1975 the following regulation shall be adopted for application at Argo and Albina only:

A trainman/yardman with right of displacement may place himself temporarily on a yard job under bulletin; however, if he desires to remain thereon, or to retain his displacement right, he must bid for the position. If the employee holding the position under bulletin is not the successful applicant, he may, after assignment is made, exercise his seniority. In the event the employee fails to bid on the vacancy on which he places himself temporarily, his displacement right is forfeited and he must take the extra board.


The above procedure, commonly referred to as "pink-up," may be resorted to only once. In other words an employee with a displacement right may not place himself on a succession of temporary vacancies.

This agreement will automatically terminate upon the serving of ten days notice by either party upon the other.

Dated at Portland, Oregon this 6th day of January, 1975.

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:


General Chairman, C & T Divisions


Director of Labor Relations