

## **SENIORITY RIGHTS**

### **RULE 83: RIGHTS**

- a) Rights. Rights to runs will be governed by seniority, other things being equal.

#### **Modified by 1986 Arbitrated National Agreement Article XI**

The seniority of any employee whose seniority in engine or train service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

- b) District Rights. Engineers will be confined to districts where rights are located.

### **RULE 84: TRANSFERRING**

- a) Engineers temporarily transferred will have the privilege of returning to their respective districts before other men are employed or promoted on such districts. If permanent transfer is desired, they must so decide within 3 months, and in that case will rank as new men with date carrying any portion of last 90 days continuous service.
- b) Engineers on different seniority districts may exchange positions with the approval of the General Chairman and Director of Labor Relations, and where transfer is made, the employees will each take the seniority date of the junior employee making the change.

### **RULE 85: TERRITORIAL RIGHTS**

When established runs are so changed as to cause Engineers to run over more than one district or part thereof, runs and vacancies thereon shall be filled in such service by Engineers of such districts in proportion to the mileage of each district over which the run or runs extend; provided, that in case either district furnished less than 75% or more than 25% of the mileage on the run, and only two Engineers are assigned, each district will furnish one. The district with the major portion of mileage will furnish the assigned Engineer. The district with the least mileage will provide the Engineer to cover vacancies.

### **RULE 86: RIGHTS ON ACQUIRED OR LEASED ROADS**

#### **Rule eliminated by Agreement #1810019501 dated September 29, 1995**

As the record will reflect, as far back as 1951 Rule 86 of the current Agreement has not applied to mergers and/or acquisitions of the Union Pacific. The original purpose of Rule 86 has no application to the railroad industry as of today and therefore, it is agreed that this Rule should be eliminated from its current Schedule of Agreement.

ACCORDINGLY, effective October 1, 1995, Rule 86 of the Schedule of Agreement is eliminated in its entirety.

### **RULE 87: SENIORITY ROSTERS**

- a) Seniority rosters showing name and seniority date will be maintained for each seniority district.

Seniority rosters will be brought up to date and posted annually at a place accessible to all employees affected, and copy furnished Local and General Chairmen. General Chairman will be advised monthly of names of employees added to or removed from rosters between posting periods and, in case of employees removed, will be advised cause.

- b) Seniority rosters will, prior to posting, be officially approved by the General Chairman and the Director of Labor Relations.

### **RULE 88: SENIORITY DISTRICTS**

Engineers will hold seniority rights on the district on which employed, as follows:

- a) First District. Council Bluffs to Grand Island and branches north to Columbus and Grand Island, including yard at Grand Island.
- b) Second District. Grand Island to North Platte and branches north of Kearney and south of Gibbon.
- c) Third District. North Platte to Sidney North Platte to Sterling, and North Platte to Gering, including yards at North Platte and Sidney.

#### **Agreement Division of Territory Between Third - Fourth Districts.**

- 1) Gering will be the main line district terminal for the purpose of computing compensation of Engineers, and all present effective schedule rules applicable to such terminals will be effective at Gering.
- 2) Engineers holding rights on the Third District: will man and operate all passenger service between North Platte and Gering.
- 3) Engineers holding rights on the Fourth District will man and operate all passenger service between Gering and Cheyenne via Yoder.
- 4) Engineers holding rights upon the Third District will man and operate all freight service between North Platte and Gering, including Gering.
- 5) Engineers holding rights upon the Fourth District will man and operate through, local, and unassigned freight service between Cheyenne and Gering.

- 6) Engineers holding rights upon the Third District will man and operate all through, local, assigned and unassigned freight service from Gering to South Torrington, including Yoder, except as provided for in Paragraphs (5) and (7).
  - 7) Engineers holding rights upon the Fourth District may man and operate unassigned freight service between Egbert and South Torrington, or to any intermediate point.
  - 8) Engineers holding rights on the Fourth District will man and operate all freight service between Egbert and Yoder, except as noted in Paragraph (9).
  - 9) Enginemen holding rights on Third District will man and operate beet and switching service between Yoder and LaGrange.
- d) Fourth District. Sidney to Cheyenne, including yard at Cheyenne.
  - e) Fifth District. Cheyenne to Rawlins and branches between these points, including yard at Laramie and percentage on Denver-Laramie passenger and freight runs. This percentage gives Fifth District runs 2, 5, 8, 11, 14 and so on, passenger runs to be counted first.
  - f) Sixth District. Rawlins to Green River and branches between these points, including yard at Rawlins.  
**NOTE:** This does not limit the territory of the Twelfth Seniority District as defined in **Appendix H** of this agreement.
  - g) Seventh District. Green River to Ogden and branches between these points.  
**NOTE:** This does not limit the territory of the Twelfth Seniority District as defined in **Appendix H** of this agreement.
  - h) Eighth District. Kansas City to Junction City, Topeka to Marysville, and including yards at Kansas City and Topeka.(Eliminated by 1998 Kansas City Hub Agreement)
  - i) Ninth District. Junction City to Ellis, Salina to McPherson, Solomon to Beloit, and Salina to Plainville, including yards at Junction City and Ellis.(Modified by 1997 Salina Hub Agreement)
  - j) Tenth District. (Includes former Tenth and Eleventh Districts.) Ellis to Hugo and Oakley to Plainville.(Modified by 1997 Salina Hub Agreement)
  - k) Twelfth District M.P. 775.5 to and including West Switch, Granger, and all yards and branches within this territory.  
**NOTE:** See **Appendix H** for agreement establishing the Twelfth Seniority District

- l) Fourteenth District. Denver to Sterling, Denver to Hugo, Denver to Cheyenne, and Boulder, Fort Collins, Greeley, Pleasant Valley Branches including yards at Denver. Sterling, and Hugo, and percentage on Denver-Laramie passenger and freight runs. This percentage gives the Fourteenth District runs 1, 3, 4, 6, 7, 9, etc., passenger runs to be counted first. (Modified by 1997 Denver Hub Agreement)
- m) Fifteenth District. Valley to Bestwall, Valparaiso to Central City, and branch trains between Valley and Council Bluffs, including yard at Beatrice. Marysville and Valley will be district terminals for Fifteenth District crew, except on branch trains destined Council Bluffs or on branch trains from Council Bluffs destined to points south of Valley, including Beatrice.
- n) Eighteenth District. St. Joseph to Grand Island including yards at Marysville and Hastings.

**NOTE:** See **Appendix H** for agreements that apply to separate seniority districts and **Appendix I** for agreements that apply to hubs

### **RULE 89: APPLICATIONS**

Superseded by October 31, 1985 UTU National Agreement

Retained but not reproduced herein.

### **RULE 90: OFFICIAL POSITION**

An Engineer accepting official position representing the Company or its engine service employees will retain his seniority rights.

### **RULE 91: LEAVING SERVICE**

Engineers leaving the service on their own accord will forfeit all seniority rights and, if they re-enter the service after one year will rank as new employees. The one-year limit will not apply to a case pending in the hands of the regularly constituted committee.