ITEM ‑ 44(a)

FILLING OUTLYING VACANCIES FOR BRAKEMEN

CHEYENNE‑LARAMIE , INCLUDING DENVER‑LARAMIE POOL

 Section (1), "Extra Brakeman", of Rule 43(b) of the current agreement between the Order of Railway Conductors and Brakemen and the Brotherhood of Railroad Trainmen, effective November 1,1957,reads as follows:

 "Rule 43(b). Extra Brakeman. (1) Extra brakemen will be run first in, first out of terminal where extra boards are maintained, except that when filling vacancy on a run which ties up at a point where no extra list is maintained, the extra brakeman will remain on the run until displaced by the regular brakeman, except as provided in Rule 44."

Pertinent parts of Rule 44, "Temporary Vacancies-Assigned Freight Service", read as follows:

 "Rule 44. Temporary Vacancies‑Assigned Freight Service. (a)(1) All temporary vacan­cies in assigned freight service known to be of more than 5 days duration, or temporary vacancies that have been filled from the extra board for 5 days will be assigned to senior conductor or brakeman making applica­tion on therefor.

"(2) Extra conductors will not be assigned to temporary vacancy until after it has been filled as provided by Rule 43.

"(3) Extra brakemen will not be assigned to temporary vacancies known to be of more than 5 days duration until the vacancy has been filled from the extra board for period of 5 days.

"(b) Extra conductor or brakeman assigned to a temporary vacancy in accordance with Section (a) of this rule, will remain on the vacancy until displaced through no fault of his own, unless he is senior applicant for vacancy occurring on another assignment.

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 "(e) Not more than one deadhead movement in each direction will be paid in filling a temporary vacancy."

 In accordance with the above‑quoted sections of Rule 44, extra brakeman assigned to temporary vacancy is required to remain on the vacancy until displaced through no fault of his own, or he is the senior applicant for a vacancy occurring on another assignment.

It is agreed:

 (1) When no applications are received for a temporary vacancy on an assignment at an outlying point, the first out extra brakeman will be called. On a 6 day assignment he will remain on the vacancy until the first layover period or for a period of 6 days. On a 7 day assignment, he will remain on the vacancy for a period of 7 days. The temporary vacancy will be filled in this manner for each succeeding 6 or 7 day period, as the case may be, un­til the regularly assigned brakeman returns to work.

 (2)(a) Brakemen relieved as provided by sec­tion (1) hereof will take position on extra board at home terminal per the tie‑up time of the assign­ment.

 (b) No brakeman will be required to fill a temporary vacancy at an outlying point for two consecutive periods if there are other extra brake­men available.

 (c) Extra brakeman standing first out will not lose his turn on the extra board because of the application of paragraph (b) of this section (2).

 (3) If it should be impractical to relieve the brakeman at the end of the period, relief will be provided as soon thereafter as conditions will permit.

  (4) An extra brakeman who is first out on the extra board and stands for a temporary vacancy, but misses a call, is not available for call' or lays off on call, will upon reporting for service relieve the brakeman who accepted the call if that brakeman is still occupying the outlying temporary vacancy. This does not estop the management from administering such discipline as it deems proper for missing a call.

 (5) In filling temporary vacancy under this agreement the first extra brakeman will be paid for deadheading to fill the temporary vacancy and the last extra brakeman will be paid for dead­heading from the temporary vacancy, except when such deadheading is necessary account mileage regulation rules.

 (6) If an extra brakeman who is filling a temporary vacancy at an outlying point is granted permission to lay off and returns to work during his period, he will be required to return to the temporary vacancy for the remainder of his period.

 (7) This agreement will not operate to penalize the Company in any way.

 (8) This agreement will be effective as of July 1, 1959, and may be terminated upon 10 days written notice by either party upon the other.

 NOTE: This Agreement is representative of the Agreements in effect on the following Seniority Districts:

 1st - CoBluffs to GrIsland & Branches (8/15/56)

2nd - GrIsland to NoPlatte (5/1/56)

3rd - NoPlatte to Sidney & Branches (2/l/56)

4th - Cheyenne to Sidney & Branches (5/1/56)

5th - Laramie to Rawlins (10/1/55)

6th - Green River to Ogden (6/15/55)

7th - Kan. City/Marysville/Junction City (9/15/55)

12th - Denver/Hugo/Ellis/Northern/Julesburg (5/1/56)