Item -  K

Road Crews Working  
in Topeka Yard

February 11, 1955

A. L. Moore, General Chairman,

Order of Railway Conductors and Brakemen,

1125 W.O.W. Building,

Omaha, Nebraska.

J. R. Johnson, General Chairman,  
Brotherhood of Railroad Trainmen.  
718 Kilpatrick Building,  
Omaha, Nebraska.

Gentlemen:

In conference on January 26, 1955 we discussed the manner in which road trainmen would be permitted to work in the Topeka Yard to offset the time consumed by yard crews working outside switching limits, in conformity with Section (c), Article 10, of the National Agreements dated May 25, 1951 and May 23. 1952, During the period March 26, 1954 to January 31, 1955, inclusive, Topeka yard crews worked outside the Topeka switching  
limits 111 hours and 10 minutes.

It is agreed:

1.   A bulletin will be posted for a period of six days, to be effective on the 10th day from date of bulletin, for one conductor and two brakemen to work in Topeka yard as yard foreman and yard helpers, respectively. Conductors working on the seniority districts Kansas City-Junction City, and Kansas City-Marysville and Branches, may submit written application for the position of foreman, and regular or extra brakemen working on the same seniority districts may submit written application for positions of helpers.

2.    The senior conductor and senior brakeman or brakemen making written application for the vacancies will be assigned as foreman and helpers, respectively, and required to remain thereon, subject to Section 4, until the time due the road crew is worked off. When there are less than 8 hours remaining to be worked off, the road crew willbe released, and the remaining time will be included in the subsequent accumulation of time.

3.   Vacancies of foreman and/or helpers caused by roadmen not being available for their assignment while working inthe Topeka Yard will be filled respectively by the senior promoted brakeman of the district and the firstout extra brakeman available at calling time. Extra yardmen will be utilized to fill such vacancies until a road conductor or road brakemen, whichever is applicable, can be made available. Time worked by extra yardmen in filling these vacancies will be accounted for in the same manner as if the roadmen had continued working.

4.      A senior road conductor who cannot work as such in road service may displace the conductor working as yard foreman, and senior road brakemen who cannot remain on the extra board may displace the brakemen working as yard helpers.

5.      The assigned roadman will take the rest days of the junior regular yardman working in the Topeka Yard. At present one engine is working around the dock, seven days per week, which affords regular positions for 12 yardmen and three days per week for an extra yard man. The roadmen will take the rest days of the yardmen standing 10th, 11th and 12th on the Topeka Yard list.

6.   Roadmen will work under yard rules and conditions except local representatives of the employes involved may mutually agree as to the shift the road crew will work. In the event the local representatives fail to agree the Carrier will designate the shift.

7.   Overtime will be considered the same as straight time is determining the time to be worked off by the roadmen.

8.   In accordance with second paragraph of Section (e), Article 10, of National Agreements with the Brotherhood of Railroad Trainmen and Order of Railway Conductors, dated May 25, 1951 and May 23, 1952, respectively, reading in part as follows:

" \* \* \* the carrier shall periodically offer to road employes the opportunity to work in yard service, under  
yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the  
employes involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits \* \* \*”

road conductor and/or road brakeman, or brakemen, failing to avail themselves of the work in the Topeka Yard in accordance with Section 1 will forfeit any and all claims to that period of accumulated time that is being run off.

9.   Conductors and brakemen returning to road service after working in Topeka Yard under the provisions of this agreement will be governed by the provisions of Rule 92-13 of current agreement between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, and the Union Pacific Railroad (Eastern District) elective June 1, 1941.

That rule reads as follows:

"Trainmen displaced from assigned runs which are in effect less than 90 days,. and trainmen dismissed from  
service and subsequently reinstated, will return to their former assignment, crew or position, or exercise seniority on assignments bulletined, during period they were on the assignment or during period of dismissal. Trainmen displaced under provisions of this rule will return to former assignment, crew or position, or exercise seniority on assignments bulletined daring period they held assignment from which displaced."

The current rates of pay  for yardmen are as follows:

Per Day

Footboard Yardmaster  ................ .$18.30

Foreman  ............................………  17.35

Helper .............................………….16.50

It is further understood this agreement is subject to change upon written notice by any one of the parties signatory hereto on the other parties of desire to change it.

Yours truly,

E. H. BAILEY

ACCEPTED:  
A. L. MOORE

General Chairman, ORC&B

J. R. JOHNSON  
General Chairman, BofRT