

A G R E E M E N T "A"

This Agreement made this 25th day of May, 1951, by and between the participating carriers listed in Exhibits A, B, and C, and represented by EASTERN, WESTERN and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employes shown thereon and represented by the BROTHERHOOD OF RAILROAD TRAINMEN through their conference committee.

ARTICLE 3 - FIVE-DAY WORK WEEK

Section 1. (a) Beginning on the date this Agreement becomes effective on any carrier, such carrier will establish, for all classes or crafts of yard service employes covered by this Article 3, subject to the exceptions contained therein, a work week of forty hours, consisting of five consecutive days of eight hours each, with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article 3.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) On properties or portions thereof operating under the strict seniority or mark-up plan yard service employes shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employes have been posted, all yard service employes will be required to make seven choices of their preferred "days off" period and the local chairman and local officers will cooperate in assigning the employes their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employes will exercise seniority on the days of their work week in accordance with rules or practices in effect on individual properties or yards.

(c) After the "days off" periods have been assigned as referred to in Section 1(b) (2)(b) days off periods assigned to individual employes shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employes exercising seniority to other "days off" period will be governed by the provisions of Section 11(b).

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(d) Extra men will be handled in accordance with Section 6.

(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employees may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b)(1) and Section 1(b)(2)(a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2. The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employes shall mean a period of seven consecutive days starting with Monday.

Section 3. (a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employes when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employes.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time period specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under

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strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employes will cooperate in designating days off of individual members of a crew.

NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

(f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4. At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employes, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employe and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employes will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employes to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5. On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employes on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employes selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as herein-after provided.

Regular or extra yard service employes bidding into road service, regular or extra, will not be permitted to work in road

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service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 11 of this Article 3.

Employees selecting yard service under this Section 5 will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5.

NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.

Section 6. Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7. (a) In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employe or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any yard service employe or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employe or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employe or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time

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rates, until such employe or employes have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8. (1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply:

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employes paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE (1): On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the

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provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employe's relief fails to report at the fixed starting time.

NOTE (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "OVERTIME RATE IN YARD SERVICE-EXTRA MEN", and providing for pay at time and one-half, without exception, to extra yard men performing a second tour of duty in a 24-hour period, the Employes' Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employes worked more than five straight time eight hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

(a) Where days off are being accumulated under Section 4 of this Article 3;

(b) When changing off where it is the practice to work alternately days and nights for certain periods;

(c) When working through two shifts to change off;

(d) Where exercising seniority rights from one assignment to another;

(e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employe for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article 3.

(5) Any tour of duty in road service shall not be considered

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in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

Section 9. Beginning on the date this Agreement becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended as to such carrier to provide the following insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

Section 1(a)-1(b). Add:

In the application of Section 1(a) and 1(b) each basic day in yard service performed by a yard service employe or by an employe having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement "A" becomes effective, shall not be changed.

Section 1(d). Add "Note":

The 60 and 30 calendar days referred to herein shall not be subject to the 1.2 computation provided for in Sections 1(a) and 1(b).

Section 2(a). Add:

**Yard Service**

An employe receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic day's pay at the rate of the last service rendered.

**Combination of Yard and Road Service**

An employe having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Section 2(b). Add:

Yard Service

An employe receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

An employe having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employe is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employe is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Section 9. Add:

With respect to yard service employes, and with respect to any yard service employe having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

General

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

Section 10. Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 11. (a) All regular or regular relief assignments for yard service employes shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employe on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off"



period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employe to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(c) An employe on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employe on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in paragraphs (b) and (c) of this Section, employes, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8, paragraphs (3) and (4) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employes in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12. (a) Where reference is made in this Article 3 to the term "yard service" it shall be understood to have reference to service performed by employes governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article 3 shall not apply to:

Car Retarder Operators

Hump Motor Car Operators (Chauffeurs)

Levermen

Switchtenders (sometimes classified as Switchmen)

(c) None of the provisions of this Article 3 relating to starting time shall be applicable to any classifications of employes included within the scope of this Article 3 which is not now subject to starting time rules.

Section 13. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation or working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized repre-

representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 33, provided that such understandings shall not be inconsistent with this Article 33»