

ITEM 6(B)

SYNTHESIS - FIVE DAY WORK WEEK ("SUPPLEMENT") - YARDMEN

The following represents a synthesis in one document, for the convenience of the parties, of the Agreement dated March 12, 1952, effective April 1, 1952, titled "Five Day Work Week - Yardmen" and the various amendments thereto up to and including November 1, 1972. This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any five day work week provision, the terms of the appropriate agreement dealing with the five day work week for yardmen shall govern.

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Pursuant to request of the Brotherhood of Railroad Trainmen dated December 29, 1951 that Agreement "A" signed at Washington, D. C., May 25, 1951, be placed in effect for all classes of yard service employes represented by that organization, it is agreed:

1. In accordance with Article 3, Section 1(a), a work week of forty hours, consisting of five consecutive days of 8 hours each, with two days off in each seven, will be established effective April 1, 1952, subject to all other provisions of Article 3, except as modified herein.

2. In accordance with Article 3, Paragraph (b) of Section 1, and Paragraph 2(b) of Section 1(b), notices will be posted at each yard where yard engines are assigned showing the "days off" periods available.

3. Yardmen will make seven choices of their preferred "days off" period, providing that number of selections are available, and the operating officer and local chairman will cooperate in assigning the employes their "days off" period in accordance with their seniority.

4. After the "days off" period has been assigned to the individual employe he will retain that "days off" period, except when a vacancy occurs in an established "days off" period, or a new assignment is created. A notice will be posted at 10 AM showing such vacancies, and employe may make application therefor, which must be in writing, within 72 hours. Employes affected by reduction in force or by displacement will exercise seniority within 24 hours to an established "days off" period. Employes on June 1st of each year, may exercise their seniority to another "days off" period.

5. (a) At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned employes, agreements may be made by Assistant to Vice President and General Chairman providing for the accumulation of days off over a period not to exceed five (5) consecutive weeks.

(b) When working more than five (5) straight time eight hour shifts in a work week incident to the accumulation of rest days, compensation will be allowed in accordance with Article 3, Section 8 of Agreement "A" dated May 25, 1951.

6. If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned employe and that it is necessary to establish non-consecutive days off, the Assistant to Vice President and General Chairman 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,

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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 agreement; and in such proceedings the burden will be upon the carrier to prove that it was not practicable to grant two consecutive days off.

7. Sufficient engine foremen will be retained in the service on each day to adequately protect the service.

8. When an employe selects a new "days off" period as provided in Section 4 above, he will be permitted to take the "days off" period of his choice, seniority permitting, and will take the conditions of that "days off" period but will not be permitted to work more than five straight time eight hour shifts as referred to in Article 3, Section 11(d) of Agreement "A", dated May 25, 1951.

9. (a) The term "work week" for regularly assigned employes shall mean a week beginning on the first day following his regularly assigned "days off" period, and for extra or unassigned employes shall mean a period of seven consecutive days starting with Wednesday.

(b) This does not apply when rest days are accumulated.

10. (1) Extra or unassigned employes may work any five day in a work week, and their days off need not be consecutive.

(2) The first shift started by an extra or unassigned yardman on any calendar date will be considered as a "day" in calculating his 5-day "work week", even though such service is compensated for at the overtime rate.

EXAMPLE: Extra yardman works-

1st and 3rd shifts on Wednesday (beginning of work week)  
-constitutes one day  
3rd shift on Thursday -constitutes one day  
3rd shift on Friday -constitutes one day  
2nd shift on Saturday -constitutes one day  
1st shift on Sunday -constitutes one day

Upon completion of first shift on Sunday, has accumulated five 8-hour days, as referred to in Section 12(f). (Revised May 1, 1953.)

11. At Columbus, Beatrice, Kearney, Sidney, Hanna, Rock Springs, Evanston, Rawlins, Leavenworth, Topeka, Ellis, Junction City, Hastings and Sterling yards the following will govern:

(a) Extra boards may be established where none now exist by Superintendent and Local Chairman subject to the approval of the General Manager and General Chairman. If no extra board is established, the junior yardman at the point from which extra men are secured will be required to fill the vacancy unless a senior employe signifies, in writing, his desire to take the vacancy.

(b) Mark-up board may be established by Superintendent and Local Chairman where none now exists, and will be handled in accordance with Section 12.

(c) Operating officer and Local Chairman will cooperate in

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designating the "days off" periods which employes may select in accordance with their seniority.

(d) After regular "days off" periods are established, and there are not sufficient positions to provide an additional regular assignment, such positions will be filled from the extra board. For example: In a yard where one engine is assigned around the clock seven days per week there are 9 men to be relieved. This will result in creating 3 regular positions 5 days per week and filling 3 individual assignments from the extra board.

(e) Additional regular positions and permanent vacancies at Columbus, Beatrice, Kearney, Sidney, Hanna, Leavenworth, Ellis, Junction City, Hastings and Sterling not filled by yardmen holding seniority at point where vacancy exists or additional position is established will be bulletined for five days in all yards on the Division and senior applicant assigned. During the life of the bulletin, vacancies will be filled from the local extra board, but if none exists, then as provided in the last sentence of Section 11, Paragraph (a).

12. (a) Mark-up board will be maintained at each of the following locations: Omaha, Council Bluffs, Grand Island, North Platte, Cheyenne, Laramie, Green River, Kansas City, Salina, Marysville and Denver.

(b)(1) The mark-up board will be closed at 2 PM and will remain unchanged for a 24 hour period. The 24 hour period for which the board is marked will be determined by local supervisor and local chairman. Employes exercising seniority to another shift will make request not later than 11 AM, except as provided by Section 12(d)(1)(a), (b) and (c).

(2) When a yardman exercises his seniority to an assignment other than the one he has indicated in writing is his first choice and can hold, and does not advise the crew dispatcher (caller) it is only for that day, his written request will be disregarded and he will be considered as occupying the assignment he changed to, seniority permitting, until he submits a new written request as to the positions he desires to work.

(3) At yards where there is more than one designated point for yardmen to go on and off duty, a copy of the mark-up board, covering the 24 hour period for which the board is marked, will be posted at each designated point for going on and off duty, as soon after the board is closed as it is practicable to do so.

(4) A regular yardman worked more than 8 hours in a mark-up period who is therefore unavailable for his scheduled assignment in the following mark-up period due to the Hours of Service Law will stand for service at expiration of his legal rest ahead of extra yardmen and will be permitted to mark up on a vacancy in the following mark-up period on which no yardman has been marked.

(5) When two or more regular yardmen are to be placed on known vacancies as provided by Section 1 hereof, such yardmen will be required to accept the first vacancy for which they are rested.

Example #1: Yardman A works 30 minutes overtime 3 PM to 11:30 PM on January 1 and is unavailable for the 7 AM job for which marked on January 2.

Yardman A will be permitted to mark on a vacancy which commences at or after expiration of his legal rest at 7:30 AM on January 2.

Example #2: On January 1, Yardman B works 15 minutes overtime 3 PM to 11:15 PM and is unavailable for the 7 AM job for which marked on January 2. Yardman C works 15 minutes overtime 3:30 PM to 11:45 PM and is unavailable for the 7:30 AM job for which marked on January 2.

On January 2, vacancies exist at 7:30 AM and 8 AM. Yardman B will be required to mark up on the 7:30 AM assignment so that the 8 AM assignment will be available to Yardman C.

Example #3: Yardman D works 7 AM to 3 PM on January 1, works a second shift 11 PM to 7 AM, and is unavailable for the 7 AM job for which marked on January 2.

Yardman D will be permitted to mark on a vacancy which commences at or after expiration of his legal rest at 3 PM on January 2.

(c) Employees desiring to lay off will give notice at least 3 hours in advance of the starting time of their assignment as required by Rule 24(a) "Laying Off-Reporting for Duty" of the current agreement.

(d)(1)(a) The senior available regular yardman who has signified in writing his desire to fill a certain vacancy occurring on his work days caused by another yardman laying off after the board is closed, will be called, providing his seniority would not permit him to hold that particular position at the time the board is closed, and provided further that there is a period of not less than one hour 15 minutes to secure a replacement for him.

For example: Yardmen A, B, C, D and E, in that seniority order,

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are marked up to work 7:00 AM - 7:30 AM - 8:00 AM - 2:30 PM and 4:00 PM, respectively. No one of the five yardmen can hold the 6:30 AM pilot assignment on the mark-up due to insufficient seniority. All have signified in writing their desire to work the 6:30 AM pilot assignment in the event a vacancy occurs after the board is closed. Senior Yardman X, who was marked on the 6:30 AM pilot assignment when the board closed at 2:00 PM, subsequently lays off at 5:00 AM. Yardman A is then called in accordance with his written request as there is a period of two hours to secure a replacement for the vacancy created by Yardman A at 7:00 AM.

If Yardman X lays off at 6:10 AM, Yardman A would remain on the 7:00 AM assignment as there would be less than one hour to secure a replacement for him. Yardman B would then be called to fill Yardman X's vacancy at 6:30 AM, as this would give the carrier one hour and 20 minutes to secure a replacement for Yardman B's vacancy at 7:30 AM.

(b) The senior available regular yardman or yardmen who have signified in writing a desire to work on extra engines or extra individual positions will be called providing it is on one of his work days, and provided further there is a period of not less than one hour 15 minutes to secure a replacement for him.

For example: An employe at the close of the board at 2 PM is marked up to work a 7 AM assignment in accordance with his seniority and has a written request on file to work on an extra engine on the first shift. At 6:30 AM it is decided an extra yard engine will be called for 8:00 AM. The employe will not be called because there is only a 30 minute period in which to secure a replacement for him. However, if it is known at 5:45 AM that an extra engine will be placed in service at 8:00 AM the employe will be permitted to work on the extra engine because there is a period of 1 hour 15 minutes in which to secure a replacement for the 7:00 AM job.

(c) Regular yardmen who have a written request on file and are changed under Paragraphs (a) or (b) in accordance with their written request will be required to accept the change.

(2) If no regular yardman has signified in writing his desire to fill a certain vacancy caused by another regular yardman laying off after the board has been closed, such vacancy will be filled as provided in Section 12(f) or Section 12(g). (Revised May 1, 1953.)

(e) An employe laying off for an indefinite period of time (\*) will be considered available for his assignment providing he notifies the proper official of the railroad of his desire to return to work at least 8 hours in advance of the regular starting time of his assignment. Failing to report for work as required above, the vacancy will be filled in accordance with Section 12(d).

(f) Except as provided in Section 12(d), an extra yardman who is available with eight (8) hours to work, and who has not accumulated five (5) days during his work week, as provided in Section 10, will be used to fill the vacancy subject to the

(\*) This to mean that at the time the board is closed it is not definitely known whether the regular employe will return to work during the ensuing 24 hour period.

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provisions of this agreement. (Revised May 1, 1953.)

(g)(1) If no extra yardman having eight (8) hours to work, who has not worked five (5) calendar days during his work week, is available to fill a vacancy, the senior available regular yardman who has signified in writing his desire to work, shall be used to perform service on his rest days, or to work a second shift. It is understood that a yardman who is used to work on one of his rest days will not be permitted to double or work a second shift on such calendar date.

(2) Regular yardmen who desire to be used for service in accordance with Section 12(g)(1) shall file a written notice indicating the shifts and assignments on which they desire to be used. Such notice shall be addressed to an officer designated by the Company for each yard. A list of yardmen who have filed such request showing the shifts and assignments on which they desire to be used, will be kept up to date and posted at each point where yardmen go on and off duty, and copy furnished local chairman.

(3) Regular yardmen who filed such written notice of availability will be required to accept such service when called, unless they lay off in the proper manner, or unless prevented by sickness or other justifiable reason.

(4) A yardman who has filed a request to be considered for service outside of his regular assignment may withdraw such request by filing a withdrawal notice in writing with the designated officer on any date prior to crew mark-up time. (Revised May 1, 1953.)

(5) If no extra yardman having eight (8) hours to work, who has not worked five (5) calendar days during his work week, is available to fill a vacancy and no regular yardman is available under the provisions of this Section 12(g)(1) through (4) to fill such vacancy, the first out extra yardman having eight (8) hours to work will be called.

(6) If a vacancy is not filled under the provisions of this Section 12(g)(1) through (5), the junior available regular yardman will be required to fill the vacancy.

(h)(1) Employes displaced during the period when they are not on duty will be so advised and if they cannot be contacted they will, if possible, be placed on an assignment having relatively the same hours of the assignment from which displaced.

(2) Employes who are on duty and who are displaced under provisions of Section 12(b) of the Supplemental Agreement effective April 1, 1952 will be notified of such displacement prior to 2 PM if practicable to do so. Employes who cannot be contacted or who fail to place themselves promptly after being notified of their displacement will, if possible, be placed on an assignment having relatively the same hours as the assignment from which displaced.

13. Section 13 of the agreement entitled "FIVE DAY WORK WEEK-YARDMEN", as it appeared in the Schedule of Rules effective September 1, 1953, read:

"13. A regular yardman who is used to perform service on any of his assigned rest day or days shall be compensated for such service at the overtime rate. (Effective May 1, 1953.)

Section 13 will be superseded by any decision ultimately

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rendered by the Disputes Committee or otherwise as provided in the Agreement of May 25, 1951."

The decision of the Disputes Committee in cases 11-E etc., dated December 2, 1954, which supersedes Section 13, reads in part:

"QUESTION AT ISSUE: Do the agreements (Interim and "A") of May 25, 1951, require the payment of the punitive rate (one and one-half times straight time rate) for work performed on the assigned off day or days as such?

This question arises under the five-day and six-day work weeks, and relates to employees who do not work on one or more of their regularly assigned work days but do work on one or more of their assigned days off.

. . . .

DECISION: The Agreements (Interim and "A") of May 25, 1951, do not require the payment of the punitive rate (one and one-half times straight time rate) for work performed on the assigned off day or days as such."

14. The Committee will cooperate with Management in the establishment of rotary boards for extra yardmen at yards where yardmen are agreeable to such boards. (Effective May 1, 1953.)\*

15. Positions of car retarder operator are presently assigned to employes by bulletin in accordance with agreement dated May 27, 1948 and those employes will not be displaced incident to this agreement. Regularly assigned car retarder operators will be assigned two consecutive days off per week, subject to Sections 5 and 6 of this agreement. Operating officer and local chairman will cooperate in assigning "days off" periods to car retarder operators in accordance with their seniority. Temporary vacancies will be filled in accordance with agreement of March 7, 1950.

16. Operating officer and local chairman will cooperate in assigning switchtenders their "days off" periods in accordance with their seniority.

17. Beginning on the date this agreement becomes effective, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, is amended to provide the following insofar as yard service employes who are represented by the Brotherhood of Railroad Trainmen are concerned:

(a) In the application of Section 1(a) and 1(b) of that agreement, each basic day in yard service performed by a yard service employe 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

(\*) The agreement establishing rotary extra boards and other related materials is reproduced in the appendix.

year in which Agreement "A" becomes effective, shall not be changed.

(b) The 60 and 30 calendar days referred to in Section 1(d) of the Vacation Agreement shall not be subject to the 1.2 computation provided for in Paragraph (a) of this Section 17.

(c) The following shall apply to employes in yard service in lieu of Paragraph 2(a) of the agreement effective July 1, 1949:

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 days pay at the rate of the last yard service rendered.

(d) The following shall apply to employes in yard service in lieu of Paragraph 2(b) of the agreement effective July 1, 1949

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.

(e) The following shall be added to Section 9 of the Vacation Agreement effective July 1, 1949:

"With respect to yard service employes, such additional vacation days shall be reduced by 1/6th."

Agreement "A" of May 25, 1951 will supersede any conflicting rule, practice or interpretation.

This agreement will be effective April 1, 1952, superseding the agreement of January 19, 1952.

Dated this 12th day of March, 1952.