

HOLIDAY PAY - SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the various National Agreements dealing with holiday pay for yardmen up to and including January 27, 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 holiday provision, the terms of the appropriate agreement dealing with holiday pay shall govern.

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Veterans Day (after January 1, 1973)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, a regularly assigned employee must be available for or perform service as regularly assigned employee on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) on the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular

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yard assignment on the work day immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

(c) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service.

(d) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.

(e) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the nine holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

(f) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(g) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays":

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Veterans Day (after January 1, 1973)

Only one basic day's pay shall be paid for the holiday irres-

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pective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(h) To qualify, an extra yard service employee must -

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or

(3) if such employee cannot qualify under Section 3 (b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employee whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 3, an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily

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basis and subject to yard rules and working conditions.

(i) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(j) Yard service employees who work on any of the nine specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(k) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate", for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

(l) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period.

(m) The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

(1) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(2) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the eight listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

(n) Nothing in this synthesis shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day work Week) of the agreement of May 25, 1951, as amended.