

MEMORANDUM OF AGREEMENT

between the
UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT
and the
BROTHERHOOD OF RAILROAD TRAINMEN

PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES

In the application of the Mediation Agreement (Case No. A-5248) dated April 5, 1957 between the Eastern, Western and Southeastern Carriers' Conference Committees and the Brotherhood of Railroad Trainmen pertaining to "Paid Holidays for Yard Service Employes" (revised November 30, 1960),

IT IS AGREED:

(1) Regularly assigned employes are yardmen who on the days prior and subsequent to the holiday, or the day observed by the State or Nation as a holiday, have regularly assigned rest days.

(2) When assignments are not operated on the specified holidays, they will be left on the board and shown as "laid in" or "cancelled" for the day. Yardmen will be given at least 16 hours advance notice when their assignment is to be "laid in" or "cancelled" on a holiday except that when an assignment on the first shift (6:30 AM-8:00 AM) is to be "laid in" or "cancelled" on a holiday, yardmen will be advised not later than 11:00 AM on the day prior to the holiday on which their assignment is to be "laid in" or "cancelled".

(3) When the holiday falls on the last day of regularly assigned employe's work week, the first work day following his "day's off" shall be considered the work day immediately following the holiday. When 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.

The same provisions will be applicable to vacation periods.

(4) A regular yardman who does not work on a holiday, but who is compensated therefor under the holiday provisions, is not permitted to perform service on his assigned days off, except in accordance with Section (g) of Rule 12 - Five Day Work Week Agreement, dated March 12, 1952. Such holiday pay does not apply toward the five 8-hour shifts in a work week, as referred to in Section 8(3) of the Five Day Work Week Agreement dated May 25, 1951.

EXAMPLE: A regular yardman with Saturday and Sunday rest days, works Monday through Thursday. He does not work on a Friday holiday because the job on which he worked Thursday was "laid in" on the holiday, but he qualified and is paid under the holiday rule for Friday. He is signed up to work on Saturday from the supplemental extra list and is called therefrom in proper order. He would receive only the pro rata work rate for such service, as he had only

ITEM 7(b) Cont'd

worked four 8-hour shifts in that work week.

This agreement will supersede the agreement dated October 14, 1957 and letter of understanding dated November 19, 1957.

Dated at Omaha this 30th day of January, 1961.

FOR THE EMPLOYEES:

FOR UNION PACIFIC RAILROAD
COMPANY:

/s/ H. A. Janulewicz

/s/ J. T. Singent

General Chairman, BoFRT

Assistant to Vice President