

UNION PACIFIC RAILROAD COMPANY

Omaha, Nebraska

November 6, 1962

H. A. Janulewicz, General Chairman
Brotherhood of Railroad Trainmen
718 Kilpatrick Building
Omaha 2, Nebraska

Dear Sir:

This has reference to conference on October 24, 1962 during which the application of Section 2(b) of Article IV, "Paid Holidays for Yard Service Employes", of the Agreement of April 5, 1957, as amended by Mediation Agreement of November 30, 1960 was discussed.

It is your position that the provision of Supplemental Agreement dated October 14, 1957, reading as follows:

"If a yardman on such a 'laid in' job desires to place on an assignment that is operated on the holiday, he may do so, seniority permitting, but he is not required to do so in order to qualify for the holiday payment. A yardman is not permitted to relinquish an assignment that is operated on the holiday in order to place on a 'laid in' job, but may do so if displaced from his assignment."

was not incorporated in the Supplemental Agreement of January 30, 1961, which superseded the October 14, 1957 Agreement, because of an understanding that Note 1 under Section 2(b) reading as follows:

"A regularly assigned yard service employe 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 yard assignment on the work day immediately preceding or following the holiday or on the holiday."

provides that a yardman can exercise seniority from a job that is to work on the holiday to a "laid in" job if he so desires.

It is the Carrier's position that Note 1 quoted above is not applicable in the instant dispute and that that part of the October 14, 1957 Agreement quoted above was omitted from the January 30, 1961 Supplemental Agreement because that particular feature is fully covered by the following quoted portion of Section 2(b):

"To qualify, a regularly assigned employe must be available for or perform service as a regularly assigned employe on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment."

ITEM 7(c) Cont'd

and that yardmen are precluded from exercising seniority from a job that works to a "laid in" job, unless their assignment is annulled, cancelled or abolished or they are displaced.

I am, however, agreeable to adoption of the following understanding:

A regular yardman may exercise his seniority on a "laid in" job on the holiday providing the yardman or yardmen on the "laid in" job do not desire to remain on that job and lay in, but exercise their seniority to a job that is to work on the holiday.

If this is acceptable to you, you may indicate such acceptance in the space provided, returning original and one copy to this office and retaining copy for your file.

Yours truly,

/s/ J. T. Singent

A C C E P T E D:

/s/ H. A. Janulewicz

General Chairman, BofRT