**ODB- 1621**

**UNION PACIFIC RAILROAD COMPANY *Department of Labor Relations*July 20, 1967**

Mr. J. H. Watson
General Chairman, BRT
306 Park Building
Portland, Oregon 97205

Dear Mr. Watson:

This has reference to the terms and provisions of Section 8 of Agreement ''A" (Five-Day Work Week) which provision relates to the payment of overtime, particularly paragraph 2 of Section 8 which applies to extra yardmen.

Under Section 8, paragraph 2, of Agreement ''A'', extra yardmen, subject to certain exceptions, may qualify for payment of time and one-half when an extra yardman commences work on a second shift in a 24-hour period, except when the second shift is started 221 to 24 hours from the starting time of the first shift.

Subparagraph (e) of paragraph 2, Section 8, of Agreement "A'', reads follows:

"Except as modified by other provisions of this rule, an extra employee 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 the pro rata rate.'' (Emphasis added)

In connection with the above provision, Awards 108 and 109 of the Disputes Committee which was established to resolve disputes and issues arising over the application of the Five-Day Work Week Agreement has held that a yardman who has worked both as a yard helper and as a foreman, either by doubling through or when having started work on two separate assignments prior to 22'30" is entitled only to the pro rata rates for both tours of duty if there are other employees on the extra board available to perform the service at the straight time rate.

In consideration of the recent amendments (ODB-2075) made to the ''Note" under Rule 64(f)-3 of the Schedule Agreement of May 1, 1945 and which establishes a basis for determining qualifications for foremen, it is agreed that Awards 108 and 109 as rendered by the Disputes Committee concerning the application of Section 8, Article 111, of Agreement "A" will not be extended in their application to extra yard service employees in any yard on the Oregon Division and, even though there are other employees or the extra board who could have performed service at the pro rata rate, an extra yardman who has worked in two grades of service will be allowed payments at time and one-half for the second shift; provided, however, that this understanding shall not apply in circumstances where an employee is subject to the exceptions set out in the second paragraph under Subsection 2 of Section 8 of Agreement ''A" reading:

''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.''

Yours truly,

*S/ N. B. Beckley*

A C C E P T E D:

*S/ J. H. Watson* General Chairman, B R T