

AGREEMENT
Between
ST. LOUIS - SAN FRANCISCO
RAILWAY COMPANY

(Except AT&N and NEO Districts)
(Hereinafter referred to as the "Carrier")

and

UNITED TRANSPORTATION UNION

YARDMEN'S SCHEDULE
FRISCO

Revised October 28, 1972
- Effective January 1, 1973 -

The following will be the established schedule of wages and regulations to govern
Yardmen employed by this Carrier.

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MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED TRANSPORTATION UNION
AND
THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

I. INSTRUCTIONAL AND RE-EXAMINATION CLASSES

1. Subject to the exceptions outlined below, when employees, who are not on duty and under pay, are required by the Carrier to attend instructional or re-examination classes that last four (4) hours or less, they will be compensated for actual lost earnings, with a minimum of one-half of a basic day at the straight-time rate of the last service performed.

In the event the instructional or re-examination classes last more than four (4) hours, employees will be compensated for actual lost earnings, with a minimum of a basic day at the straight-time rate of the last service performed.

1.1 Employees attending such classes on an assigned rest day or scheduled day off will receive the payment provided under Section 1 above at the overtime rate for yard helpers.

1.2 Extra board employees who have to mark off in order to attend such classes will not be considered as "unavailable" to the extra board for guarantee purposes and shall not receive the compensation provided under Section 1 hereof. Extra board employees who do not mark off to attend such classes will received the compensation provided under Section 1 hereof and such compensation will not be used as an offset to the employee's guarantee.

2. The provisions of this Agreement will not apply to classes required for promotions, previous examination failures, return to service, leave of absence or discipline.

II. TRIPARTITE REVIEW

1. Should an employee be disqualified from performing service in line with seniority as a result of a required medical/visual examination, on duty injury, off duty injury, or illness,

the disqualification may be appealed by the employee or his representative to the designated Carrier Officer with thirty (30) days of the disqualification under the following provisions:

2. If the employee is disqualified for any reason other than visual acuity, color blindness, or hearing deficiency (covered under the provisions of Section 3 of this Agreement) the following will apply:

2.1 The employee will be reexamined by a physician designated by the Carrier and a physician selected by the employee. Unless otherwise mutually agreed, the reexamination will be conducted first by the Carrier selected physician. Both physicians will be licensed Doctors of Medicine (M.D.), Osteopathy (D.O.), or Dental Surgery (D.D.S.) depending on the type of medical issue, and shall have license to practice in the state where practicing.

2.2 If both physicians agree that the disqualification was appropriate, the decision shall be final and binding, except as provided in Section 2.7 below. If both physicians agree that the disqualification was inappropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

2.3 If the two physicians do not agree, they shall select a third physician who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification. This Board of three (3) physicians will render a report of their findings within fifteen (15) days after their selection, setting forth the employee's medical condition and their conclusion as to whether or not the disqualification was appropriate.

2.4 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was not appropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

2.5. If at least two (2) of the Board of three (3) physicians conclude that the disqualification was appropriate, the decision will not be subject to review by either party, except as provided in Section 2.7 below.

2.6 The Carrier and the employee will be responsible for the expense of their respective physicians. The Carrier and the Employee shall each pay one-half of the fee and expenses of the third physician selected under Section 2.3, as well as any examination expenses that may be incurred, e.g., hospital, laboratory, X-ray, electrocardiograph, etc.

2.7 The Organization may request reexamination of the employee appropriately disqualified under Section 2.2 and 2.5 above, provided; (1) a physician, who shall be a practitioner of recognized standing in the medical profession or specialized

field pertaining to the disease or impairment that resulted in the employee's disqualification, renders a written opinion, that indicates the employee's condition has improved and (2) the request is not made within the 90-day period following final disqualification under Sections 2.2 and 2.5 or within the 90-day period of any request for reexamination made under this Section. The pay provisions contained in this agreement shall not apply to reexamination requests made under this section.

3. If the employee is disqualified for visual acuity, color blindness, or hearing deficiency, the employee or his representative may request initiation of one of the following options:

3.1 OPTION 1:

- 3.1.1 The employee will be reexamined by a physician selected by the employee. Unless otherwise mutually agreed, the reexamination will be conducted first by the Carrier selected physician. Both physicians will be licensed Doctors of Medicine (M.D.), Audiology, Ophthalmology or Dental Surgery (D.D.S.) depending on the type of medical issue and shall have license to practice in the state where practicing.

3.1.2 If both physicians agree that the disqualification was appropriate, the decision shall be final and binding, except as provided in Section 3.1.7 below. If both physicians agree that the disqualification was inappropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

3.1.3 If the two physicians do not agree, they shall select a third physician who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification. This Board of three (3) physicians will render a report of their findings within fifteen (15) days after their selection, setting forth the employee's medical condition and their conclusion as to whether or not the disqualification was appropriate.

3.1.4 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was not appropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

3.1.5 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was appropriate, the decision will not be subject to review by either party, except as provided in Section 3.1.7 below.

3.1.6 The Carrier and the employee will be responsible for the expense of their respective physicians. The Carrier and the Employee shall each pay one-half of the fee and expenses of the third physician selected under Section 3.1.3, as well as

any examination expenses that may be incurred, e.g., hospital, laboratory, X-ray, electrocardiograph, etc.

3.1.7. The Organization may request re-examination of the employee appropriately disqualified under Section 3.1.2 and 3.1.5 above, provided, (1) a physician, who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification, renders a written opinion, that indicates, the employee's condition has improved and (2) the request is not made within the 90-day period following final disqualification under Sections 2.2 and 2.5 or within the 90-day period of any request for re-examination made under this Section.

3.2 OPTION 2:

3.2.1 The employee or his representative may request a field test under the direction of two (2) Carrier representatives with two (2) fellow UTU members selected by the General Chairman as observers. The request for a field test must be made within thirty (30) days of disqualification and conducted within thirty (30) days of the request.

3.2.2 For visual acuity and color blindness, by day the test will be conducted with flags, lamps and signals used in the daily operation of trains and engines, at varying distances, but not to exceed two-thousand (2000) feet. By night the test will be conducted using block signals, signal lights, lamps.

Tests for color perception may include varying atmospheric conditions associated with cloudy weather, smoke, rain, fog, mist and snow, but the test conditions must be comparable to those encountered in actual service conditions. All visual acuity and color blindness tests may be performed with or without corrective eyewear.

3.2.3 For hearing deficiencies, the test must be arranged to insure that the responses are those of the employee being tested and shall evaluate the ability to hear ordinary conversations, air whistle signals, torpedoes, and other audible signals, under actual service conditions.

3.2.4 The two (2) Carrier representatives and two (2) fellow UTU members selected under Section 2 above will observe and record their observations, delivering individual reports of such observations to the Carrier's designated officer.

3.2.5 If a dispute arises due to differing observations, the issues will be immediately be routed for handling under Section 3.1 of this Agreement.

3.2.6 Should such field test demonstrate the disqualification was inappropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

3.2.7 If the field test determines the disqualification was appropriate, the employee will remain disqualified except as provided in Section 3.1.7 above.

III. PHYSICAL OR VISUAL EXAMINATIONS

1. Employees directed to report for a medical or a visual examination when they are not on duty or under pay will be compensated for actual time consumed, with a minimum of four (4) hours pay at the basic pro rata yard helper rate, in addition to all other earnings and guarantee payments. In circumstances when an employee is unable to arrange for the examination without incurring loss of earnings, the employee will be compensated for actual loss of earnings in addition to the compensation realized for reporting for the examination.

1.1 If the employee is required to report to a location more than thirty (30) miles from the usual on duty point, actual necessary expenses will be allowed.

2. This agreement is not applicable in connection with medical or visual examinations requisite to fulfilling Carrier's promotional requirements, when necessary following return to service after a leave of absence, previous medical or visual examination failure, or discipline.

IV. HIGHWAY TRANSPORT VEHICLE SAFETY

In order to promote safety and provide a safe work environment when train or yard service employees are required to transport in a highway vehicle, it is agreed that the following conditions and requirements will apply:

1. Vehicle Requirements

1.1 Comfortable seating, sufficient for the number of passengers to be transported.

1.2 Seat belts, including lap restraints and, subject to vehicle design and D.O.T. requirements, upper torso restraints for each passenger transported.

1.3 A separate baggage area shall be provided. If baggage is stored behind a seat, the baggage shall not extend above the top of the seat unless baggage restraints are provided and utilized.

1.4 Transport vehicle shall be maintained in safe operation condition to comply with State and Federal safety standards.

1.5 All tires (including spare tires) shall have no less tread depth than legally required in any State where the vehicle is engaged in the transportation of crews.

1.6 Snow tires (with studs where they are legal), or all-weather tires, will be installed, at a minimum, on the drive wheels during the winter months. Where required by law, chains will be carried in the vehicle.

1.7 Where conditions may require the use of chains, they will be available during the winter months.

1.8 Two-way radio or cellular phone capable of reaching a base station of the Carrier or Contractor will be provided. This equipment shall be used for Company Business only.

1.8.1 It is recognized that there are locations where it is currently impossible to comply with the provisions of this section because Carrier radio bases and cellular phone service are not available. This Section will not apply to those locations.

1.9 Road break down kit, including flares, reflectorized markers, and a standard first-aid kit with adequate supplies.

2. Driver requirements

2.1 Drivers shall be properly trained and licensed under applicable State and Federal requirements.

2.2 Drivers shall, upon request, allow employees subject to the terms of this Agreement view his or her Operators License. The Operators License shall, subject to state law, have a photo of the Operator thereon.

2.3 The Carrier shall attempt to amend existing Agreements with contract transportation providers to require that contract drivers either display their commercial or chauffeur's license at a prominent location in the vehicle, or make such license available to employees subject to the terms of this Agreement, upon request.

2.4 A work-rest log will be maintained and shall be available for inspection upon request of any employee, subject to the terms of this Agreement, who is to be transported.

3. Adverse Weather Conditions

During periods of severe weather conditions, if authorities close proposed transport routes or declare that all unnecessary travel be postponed, employees will have the right to refuse transport on such routes without threat of or imposition of censure or disciplined.

4. Remedy Under the Agreement

Employees shall have the right to refuse transport in the event the conditions listed in Sections 1, 2, and 3 of this Agreement are not satisfied, without threat or imposition of censure or discipline.

V. Nothing contained in the provisions of the agreement shall be construed as modifying or changing the provisions of any existing rule or Agreement except as herein specifically provided for.

Signed at Ft. Worth, Texas, this 1st day of March, 1999, and effective March 1, 1999.

February 16, 1999

Mr. Carl M. Vahldick
General Chairman, UTU
227 East Sunshine, Suite 101
Springfield, MO 65807

Mr. Dave B. Snyder
General Chairman, UTU
45 Southwest 7th Ave
Forest Lake, MN 55025

Mr. G. Dale Welch
General Chairman, UTU
1101 Cedar
Teague, TX 75860

Gentlemen:

Reference the agreement package addressing items such as Instructional and Re-Examination Classes, Tripartite Review, Physical or Visual Examinations, Highway Transport Vehicle Safety, and Permanent/Temporary Transfers.

During discussions leading to the finalized version of this package, we discussed the possibility of allowing employees who were force assigned to another location within the Seniority District to use BNSF provided lodging at the "forced to" location, for a period of up to sixty (60) days, when so force assigned.

I agreed with you that, if this Agreement ratifies, that BNSF will commit, as a matter of policy, to allow individuals, who are force assigned within the Seniority District, to use BNSF provided lodging at the "forced to" location, subject to the following conditions:

1. There must be a BNSF provided lodging facility at the "forced to" location.
2. The individual must use the facility.
3. The individual must not be able, through the normal exercise of seniority, to secure a position at the home location.

4. The BNSF provided lodging shall be provided for a maximum period of sixty (60) days.

I trust that the foregoing addresses your concerns.

Sincerely,
Milton H. Siegele, Jr.

February 16, 1999

Mr. Carl M. Vahldick
General Chairman, UTU
227 East Sunshine, Suite 101
Springfield, MO 65807

Mr. Dave B. Snyder
General Chairman, UTU
45 Southwest 7th Ave
Forest Lake, MN 55025

Mr. G. Dale Welch
General Chairman, UTU
1101 Cedar
Teague, TX 75860

Gentlemen:

During negotiations, discussion arose concerning visual acuity and color vision with regards to the proposed Tripartite Article. The issue and concern raised revolved around x-chrome lenses and the use of such lenses by employees while performing duty in train service.

Carrier was advised on June 23, 1997, of Public Law Board No. 4121, Award 23, wherein the use of x-chrome lenses was the arbitrated issue. As such, the issue was deemed and handled as a dispute under Section 3 of the Railway Labor Act, as amended. Such handling is indicative of minor dispute handling.

Sincerely,
Milton H. Siegele, Jr.

Carl M. Vahldick, General Chairman
Dave B. Snyder, General Chairman
G. Dale Welch, General Chairman

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ARTICLE 1

QUALIFICATIONS OF YARDMEN

Men entering the service to fill positions of yardmen must be able to read and write, will be subject to and required to pass uniform examination, and will comply with the regulations governing the use of standard watches. Physical examinations, if made, will be without expense to party examined.

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ARTICLE 2

SECTION A RATES OF PAY (Per Day)

Click here for current rates.

Footboard-Yardmaster: Paid yard foreman rate with an additional allowance of two-thirds of one hour pro rata yard foreman rate.

NOTE: Engineer herders who are required to take off or put cars on trains will receive foreman's rate of pay.

SECTION B BASIC DAY

Eight hours or less shall constitute a day's work.

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ARTICLE 3 OVERTIME

SECTION A REGULAR MEN

Except 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 from one assignment to another, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This Sec. A applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

SECTION B EXTRA MEN

(Taken from Article 3, Section 8, of Agreement "A" May 25, 1951.)

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.

In the application of this Section B, the following shall govern:

- (1) This Section B applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this Paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)
- (3) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift. A twenty-four hour period, as referred to in this Section B, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.
- (4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.
- (5) Except as modified by other provisions of this Section B, 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 a another man available to perform the work at pro rata rate.

NOTE (1): (Seniority Boards - not reproduced - not applicable)

NOTE (2): The adoption of this Section B shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employees relief fails to report at the fixed starting time.

NOTE (3): (Not reproduced - not applicable)

SECTION C

WEEKLY OVERTIME

(Taken from Article 3, Section 8 of Agreement "A" May 25, 1951.)

Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (1) Where days off are being accumulated under Part 4 of Article 32, Section A.
- (2) When changing off where it is the practice to work alternately days and nights for certain periods.
- (3) When working through two shifts to change off.
- (4) Where exercising seniority rights from one assignment to another.
- (5) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this Section C.

SECTION D NO OVERTIME ON OVERTIME

(Taken from Article 3, Section 8 of Agreement "A" May 25, 1951.)

There shall be no overtime on overtime; neither shall overtime hours paid for, or time paid for at straight time rate for work referred to in Section C above, be utilized in computing the five straight time eight-hour shifts referred to in such Section C, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Part 3 of Article 32, Section A) and similar rules are not affected by the provisions of Article 32, Section A.

SECTION E NO YARD OVERTIME BECAUSE OF ROAD SERVICE

(Taken from Article 3, Section 8 of Agreement "A" May 25, 1951.)

Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of Sections B, C and D above and Article 32, Section A, nor shall service under two agreements be combined in any manner in the application of those provisions.

**SECTION F
EXCESS OVERTIME**

In yards where more than one crew is in service, yardmen will not be compelled to work more than two hours overtime, except in case of wreck in yard in which case they will clear up wreck if required.

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ARTICLE 4

**SECTION A
ARBITRARIES AND SPECIAL ALLOWANCES**

Where it has been the practice or rule to pay a yard crew, or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in Article 5.

**SECTION B
INDIVIDUAL ASSIGNMENTS**

Yardmen used on special, individual assignments (i.e. not assigned to and working as a member of a yard crew), except switchtenders and CRO's, will be paid not less than foreman rate of pay. Switchtenders and CRO's shall be paid the rate of pay specified in this agreement.

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**ARTICLE 5
ROAD SERVICE**

Except as otherwise provided for in Article 26, where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is greater, with a minimum of one hour, for the class of service performed, in addition to the

regular yard pay and without any deduction therefrom for the time consumed in said service.

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ARTICLE 6

SECTION A ATTENDING COURT, INQUESTS, INVESTIGATIONS, OR MAKING STATEMENTS

(1) Yardmen attending court or inquests at the request of officers of the Carrier will be paid the same rate of pay they would have made had they remained on their crews, and if away from their home station in addition thereto they are to be given legitimate expenses. Extra men will be paid same rate of pay as helpers.

(2) Yardmen attending investigations or making statements on their own time, will be paid at overtime rate for actual time held with a minimum of two hours at overtime rate. Time commences at time ordered to report. This is not to apply to yardmen found responsible for the occurrence which instigated the investigation or statement.

(3) Time for attending court, inquest, investigations or making statements, if not allowed with current earnings, will be paid by shortage check.

SECTION B JURY DUTY

(Taken from Article V, January 27, 1972 National Agreement and effective January 1, 1973.)

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

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ARTICLE 7 ASSIGNMENTS

(a) (1) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew except in cases of relief assignments (crew or individual). So far as it is practicable assignment shall be restricted to eight hours work, and if called for any shift will be paid 8 hours whether work is furnished or not.

(2) All yard crews will be assigned five days per week. Discontinued (abolished) assignments must remain off three days or more before being bulletined as new assignments as per Article 14(a), but this does not apply when the purpose is to accomplish a change in starting time and/or place, rest days or job description.

(3) A yardman assigned to a crew will not be changed to other crews except to fill vacancy or to otherwise comply with this schedule.

(b) (1) Each regular yard assignment shall be given a number and shall be advertised on the bulletin boards, in order that yardmen may exercise their right of preference of work. The bulletin shall indicate the hours of assignment, point for going on and off duty, days of assignment, rest days, and shall give a general description of the regular service to be performed on each assignment.

(2) Unassigned extra yard crews may be required to perform any and all yard work.

(3) A yard crew may be taken from its regular assignment in order to perform work not included in the general description of that assignment in its bulletin; provided however, that if during its absence some other crew performs said bulletined work of the crew taken from its assignment, the members of the crew so removed from its assignment will be allowed a minimum day's pay account used off its regular bulletined assignment. This paragraph not to apply when temporary rearrangement of work is necessary because of derailments or other emergencies.

(4) It is agreed that the Carrier will not be required to dispatch a crew on its regular work when it is apparent that such procedure will require that crew to work overtime.

(5) It will remain the right of the Carrier to reassign work of yard assignments by rebulletining same under applicable rules, thus, rearranging the work to be performed by yard crews.

(c) (1) Regularly assigned crews (regular or relief) may be annulled for one day on a holiday or a Sunday, but not both within the same work week. Assignments that are annulled shall be subject to the 18 hours advance notice requirement that is contained in Article 9(a)(2).

(2) Yardmen on regular or temporary vacancies whose jobs are annulled on a Sunday or holiday under the provisions of the above rule may displace (bump) any yardman his junior for one day including those assigned to temporary vacancies. They must, however, signify on what position they wish to exercise their seniority at the end of their last tour of duty prior to the date of the annulment of their assignment.

(3) Yardmen displaced (bumped) under the provisions of Paragraph (2) have two (2) hours after notified in which to notify the caller where they wish to exercise their seniority.

(4) No Yardman displaced (bumped) under provisions of Paragraph (2) will be allowed to displace (bump) a junior employee from any assignment within two (2) hours of the time for that assignment to start service for the day.

(5) A regularly assigned yardman whose assignment is annulled, or who is displaced (bumped) by a yardman whose assignment is annulled, for a holiday, is not required to displace (bump) - See Article 37, Section A, Part 2, Note 4.

(6) If a regular assigned yardman is displaced (bumped) for one day and the man who displaces him later lays off, the resulting vacancy shall be filled from the extra list.

NOTE: When a regularly assigned yard job is properly annulled for a day, the incumbents are entitled to exercise their seniority in accordance with the above. If it later develops that it is necessary to call an assignment in that starting time bracket, extra men should be called to man same and the regular incumbents referred to above will have no claim account thereof.

(d) Where an extra yard crew is worked for more than three consecutive days on the same shift it will be considered a new assignment and manned in accordance with Article 14(a), effective with the fourth day. It is understood this does not abrogate the Carrier's right to discontinue (abolish) the assignment under the provisions of Article 9(a).

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April 6, 1976

B-2910 L-1009
B-3801 L-303

Mr. J. W. Reynolds
General Chairman
United Transportation Union
227 East Sunshine, Room 101
Springfield, Missouri 65807

Dear Mr. Reynolds:

With reference to Award No. 250 of Special Board of Adjustment No. 574, which involved the following Statement of Claim:

Claims of Engine Foreman E. D. Irvin and helpers for one day each, April 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, May 3 and 4, 1971, "account yard assignment worked three consecutive dates and not bulletined as regular assignment on the fourth date."

This Award remanded the claims back to the parties for settlement and agreement as to proper claimants, etc. Article 7(d) of the Yardmen's Schedule reads:

"Where an extra yard crew is worked for more than three consecutive days on the same shift it will be considered a new assignment and manned in accordance with Article 14(a), effective with the fourth day. It is understood this does not abrogate the Carrier's right to discontinue (abolish) the assignment under the provisions of Article 9(a)."

We agreed that should an assignment be worked for more than three consecutive days on the same shift and not be bulletined as required by the above Agreement Rule, the proper claimants during the period it should have been bulletined, as provided for in Article 14 of the Yardmen's Schedule, would be the senior men on the Yardmen's Extra Board. After the bulletining period, the proper Claimants would be the senior men (two or three men as provided in the Crew Consist Rule, Article 10) who submitted claims.

It was agreed that a claim may not be backdated and that the claims must be submitted for each date on the date of claim except as provided below. This will not preclude an employe from predating a time slip should the condition not be corrected in order that he would not be required to report to the yard office to file a time claim on his rest days, vacation, etc. As example, an extra job that was worked May 1, 2, 3 and 4 should have been bulletined on May 4, 5, 6, 7 and 8, with assignment made on the fifth day at 12:01 P. M. (May 8). Time slips for the senior extra men during the period the job should have been bulletined may be presented at any time during the first sixty days in accordance with the standard time limit rule. However, time slips for dates after the period the assignment would have been bulletined may not be backdated. In other words, in the example cited above, if a man filed a time slip on May 17, that date would be the first date he could claim. He could not claim dates from May 8 through 16. This placed the Superintendent on notice that the assignment should be bulletined. This bulletin may be

canceled the same date. This deviation from the current time limit rule is applicable only to Article 7(d).

We also agreed that I would pay the above mentioned claimants four days without prejudice in full and final settlement of Award No. 250 of Special Board of Adjustment No. 574.

Additionally, we discussed the claims that were involved in my file B-3801, your file L-303. In that particular case there were three jobs at Springfield that you claimed should have been bulletined under the Agreement, and we had agreed to hold those claims in abeyance and discuss them after Award No. 250 had been rendered. There were nine claimants involved in this particular dispute and they were: Yardmen D. D. Roberts, P. D. Richardson, D. C. Jones, J. S. Davis, W. R. Snow, D. R. Todd, Larry Corum, D. R. Jernigan, and C. E. melton. I agreed to pay the claimants four days each without prejudice in full and final settlement of this case.

If you agree the above is a correct disposition of the matters discussed in conference this date, please sign the duplicate copy of this letter and return it to me, and then you may forward proper time slips to the appropriate Superintendents for payment.

Yours very truly,
J. J. Ratcliff
Director of Labor Relations

AGREED TO:
J. W. Reynolds
General Chairman

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ARTICLE 8 POINTS FOR BEGINNING AND ENDING DAY

(a) The pay of yardmen shall continue until they reach the point at which they started to work. This refers only to commencing and ending the days' work. Places will be designated in yards at which yardmen in each yard will start to work.

Where hardships are caused by this rule, the local officers and local committeemen shall jointly negotiate and afford relief on such crews.

(b) The point for going on and off duty will be governed by local conditions. In certain localities, instructions will provide that yardmen will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

(c) The Carrier may change the point specified above by notifying the yardmen assigned to the job at least 48 hours in advance at the existing starting time on the effective date of change. These assigned yardmen will, if they desire, be permitted to exercise their seniority in the same manner as is described in Article 9(i). Notification can be by bulletined notice, in person or by phone. It is understood that the Carrier may also accomplish such change by abolishing the assignment and bulletining a new assignment under existing agreements.

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ARTICLE 9 STARTING TIME

(a) (1) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours notice, computed from the existing starting time on the effective date of change. Notification can be by bulletined notice, in person, or by phone. It is understood that the Carrier may also accomplish such change by abolishing the assignment and bulletining a new assignment under existing agreements.

(2) No regular assignment will be discontinued (abolished) without at least 18 hours advance notice, computed from the starting time of the first discontinued shift.

(3) Any yardman displaced as a result of discontinuance (abolishment) of an assignment will be allowed to exercise his seniority under provisions of applicable rules at the end of his existing tour of duty, if on duty when so notified, or as soon as desired after notification if not on duty at time so notified. Existing rules involved in connection with the foregoing are not adversely affected.

(4) Bulletins advising of discontinuance (abolishment) will show time and date postponed.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second 2:30 P.M. AND 4:00 P.M.; and the third 10:30 P.M. and 12:00 Midnight.

NOTE: For the purpose of this rule, a crew on a 12:00 Midnight - 8:00 A.M. shift will be considered as having performed service on the date previous to that on which work terminated.

(c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).

- (d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M. and the second not later than 10:30 P.M.
- (e) When an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections (b) or (d).
- (f) At points where only one yard crew is regularly employed, they can be started at any time subject to Section (a).
- (g) Where continuous service is worked one independent assignment may be put on at any time, subject to Section (h).
- (h) No yard crew will be started between midnight and 6:30 A.M. except in case of emergency or as provided in Section (f).

NOTE: Individual positions such as pilots, switchtenders, herders, bullring men, etc. are not subject to starting time provisions of this Article 9.

(i) When the assigned starting time and/or place of a crew is changed under the provisions of this Article, any member regularly assigned to that crew may within but not later than 24 hours from the effective time of the change exercise his seniority if he desires. In event an assigned member is laying off, or otherwise absent, at the time of the change, he may exercise his seniority at the time he reports for duty. Vacancies thus created will be bulletined under the provisions of Article 14(a).

INTERPRETATION #1

That part reading "but not later than 24 hours from the effective time of the change" means that the "24 hours" starts at the time he is properly notified of the change in the assignment hours.

INTERPRETATION #2

The question posed was whether or not an employee would be permitted to leave the assignment and exercise his seniority on another assignment prior to the first day of change. It was agreed that employees so affected should stay on the assignment until the first day of change.

INTERPRETATION #3

The bump would become effective with the close of his last assigned shift prior to the effective date of change.

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**ARTICLE 10
CREW CONSIST**

- (a) Except as provided in Section (b) in this Article all yard crews will consist of not less than an engine foreman and two helpers.
- (b) In the following yards the Carrier may operate the designated number of crews (daily) with a foreman and one helper.

MAJOR YARDS

Kansas City 3 (One on each shift)
Springfield 3 (One on each shift)
St. Louis 3 (One on each shift)
Memphis 3 (One on each shift)
Birmingham 3 (One on each shift)
Tulsa 3 (One on each shift)

At the major terminals listed above, the Local Chairman of the United Transportation Union, with the concurrence of the General Chairman, will choose the assignments to be worked with an engine foreman and one helper. Once designated, the assignment will remain with this crew consist unless the assignment is abolished and then the Local Chairman, with the concurrence of the General Chairman, will choose another assignment on that shift as a replacement.

MINOR YARDS

Wichita 1
Joplin 1
Fort Scott 1
Amory 4
Okmulgee 1
Muskogee 2
Lawton 1

At the above yards, when more than one assignment is worked, if one of the assignments is on the first shift it will be the job which is worked with an engine foreman and one helper.

In addition, the engine foreman which works the reduced crew assignment at Wichita, Joplin, Fort Scott and Okmulgee shall be designed as footboard-yardmasters.

(c) A crew, which normally consists of a foreman and two helpers, may be required to work shorthanded (i.e., with one member missing) for one period of time not in excess of ninety (90) minutes during a particular shift or tour of duty. If required to perform work in excess of one period of time or in excess of ninety (90) minutes during that one period of time and provided they have notified their yardmaster or supervisor shortly before the violation occurred, the two working members of the crew will be allowed an additional

day's pay (8 hours straight time) in addition to other earnings for the shift or tour of duty, as full payment for the violation.

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ARTICLE 11 CALCULATING ASSIGNMENTS AND MEAL PERIODS

The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

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ARTICLE 12 LUNCH TIME

(a) Yard crews will be allowed 20 minutes for lunch between 4-1/2 and 6 hours after starting work without deduction in pay.

(b) The lunch period must be given and completed within 4-1/2 and 6 hours.

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ARTICLE 13 SENIORITY AND PROMOTIONS

(YARDMEN [ARTICLE 13](#) (Rev. Effect. 7/1/73))

Men entering the service as yardmen shall be extra until a permanent vacancy occurs or new assignments are created. Yardmen entitled to regular assignments will not be permitted to remain on the extra board except as otherwise provided in regard to foreman vacancies.

(b) (1) After a yardman has been in yard service for five (5) months, he will be given a questionnaire. He will be permitted to study these questions for a period of thirty (30) days and then will be required to pass a written test for promotion to foreman. Should he fail this test he will be given a second test, after he has acquired six (6) more months of yard service, and should he fail this test he will be considered as a permanent helper, i.e., helper-fixture. The above is not intended to prohibit a yardman from qualifying himself in a lesser period of time if he so desires.

(2) Once a yardman has satisfactorily passed the examination for foreman, he will be required (if working in yard service) to protect all foreman vacancies in accordance with Article 16, Section C, except when properly disqualified as incompetent or bona fide physical reasons attested to by a competent physician.

(3) Employes holding seniority as yardmen as of July 1, 1973 that are already qualified as foremen, including those who have waived their rights to protect foremen vacancies, will be considered as qualified foremen and need not repeat the qualifying test.

(4) Those employes who are in yard service as of July 1, 1973, that have not been promoted to foreman, will be required, within a three (3) month period from July 1, 1973 (but not before they have six (6) months yard service), to take the examination for promotion to foreman.

(5) Employes holding yardmen's seniority as of July 1, 1973, who desire to permanently waiver their foremen's rights, must do so by notifying the Superintendent (copy to Local Chairman) in writing on or before July 30, 1973. If they do so, they will thereafter be considered to be a helper-fixture and will be treated in the same manner as a yardman who has failed the two attempts at qualifying.

(6) Those employes who hold yardmen's seniority as well as brakemen's seniority, in accordance with Article 40, Section C, who are working as a brakeman will be permitted to take the foreman examination as soon as practical whenever they return to yard service and have accumulated six months yard service. Thereafter the same conditions, as explained in Paragraph (2), will apply.

(7) A yardman must be a qualified foreman before he will be permitted to protect individual assignments (e.g. yard pilots) which pay yard foreman rate of pay. It will also be necessary that he be a qualified foreman before he would be entitled to consideration for training as a car retarder operator or extra yardmaster (Article 13(h)).

(8) At the time a yardman becomes qualified as foreman, if there is a senior yardman who has been force-assigned as foreman, the newly qualified foreman must release the senior man and assume the assignment. (The senior man has displacement rights.)

(9) Qualified foremen will be indicated by an asterisk, commencing with the first seniority roster issued after he is promoted. Yardmen who have not been examined and promoted may be used in emergencies to act as foremen when in the judgment of the Superintendent they have sufficient qualifications to act in this capacity on certain assignments. Emergency use as foreman not to be considered an act of promotion.

(c) (Retained)

(d) (Cancelled)

(e) (Retained)

(f) (1) (Cancelled)

(f) (2) (Retained)

(g) (Retained)

(h) In the appointment of Yardmasters and Assistant Yardmasters, the oldest qualified yardman who is a promoted foreman shall be considered.

(The UNDERSTANDING presently under Sec. (h) and the provision of Sec (i) to remain unchanged.)

MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 13(b)1 of the Yardmen's Schedule, as revised effective July 1, 1973, is revised to read:

After a Yardman has been in yard service for one year, he will be given a questionnaire. He will be permitted to study these questions for a period of 30 days and then will be required to pass a written test for promotion to Foreman. Should he fail this test, he will be given a second test after he has acquired 6 more months of yard service, and should he fail this test, he will be considered as a permanent Helper, i.e., Helper-Fixture. The above is not intended to prohibit a Yardman from qualifying himself in a lesser period of time if he so desires.

Signed at Springfield, Missouri, and effective February 14, 1977.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
By: J. J. Ratcliff, Director Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION
By: J. W. Reynolds, General Chairman

MEMORANDUM OF AGREEMENT

AGREED:

Conductors who have joint seniority as Yardmen or who have Yardmaster rights will be permitted to bid in and retain a position covered by the Yardmen's and Yardmasters' Agreements and shall not be subject to force assignment to a Conductor's position under the provisions of Article 25, Section A of the Conductors' Agreement. Additionally, an employe with Conductor's seniority shall not be subject to call as emergency Conductor while he is occupying a Yardman or CRO assignment (including the extra board) or a Yardmaster's assignment, under the provisions of Article 36, Section H of the Conductors' Agreement unless there are no other emergency Conductors available for such service.

Signed at Springfield, Missouri, and effective this 12th day of June, 1973.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
By: J. J. Ratcliff, Director Labor Relations

For: Conductors represented by
UNITED TRANSPORTATION UNION
By: J. W. Reynolds, General Chairman

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- (a) Men entering the service as yardmen shall be extra until a permanent vacancy occurs or new runs created, when the senior extra man or men will be made regular.
- (b) Yardmen entitled to regular assignment will not be permitted to work on extra board.

UNDERSTANDING: A junior man on the extra board who is a promoted engine foreman may be force assigned to a foreman's assignment and a senior man or men who are not promoted shall be permitted to work on the extra board until they are promoted.

When a senior man is promoted, he will be required to take the engine foreman's assignment held by a junior employee. If there is more than one such assigned junior employee, the newly promoted man will have the right of choice in exercising his seniority.

- (c) (1) Seniority rights of yardmen will date from the time they enter actual service in yard or terminal, provided, extra men are given their turn off of the extra board, and if not, Local Committee will establish seniority for such men.
- (2) The seniority roster, on which a yardman's name and seniority date initially appears, if incorrect, must be appealed in writing, to the Superintendent and the Local Chairman by the yardman within 60 days after the roster is posted. There shall be no appeal permitted thereafter. Clerical or typographical errors appearing on subsequent rosters may be corrected at any time.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 13 (c) of the Yardman's Schedule is revised to read as follows:

(1) An employe's seniority as Yardman (and as Brakeman, on seniority districts on which he has road and yard rights) shall begin at the time he is marked up on the extra board and this date shall be recorded with his record and upon the seniority list.

(2) Once each year the Carrier shall furnish a corrected seniority roster to each Local Chairman, and shall post a copy of such roster on the bulletin boards of the seniority district, showing the seniority status of each employe on that district as of July 1.

(3) The seniority roster, on which a Yardman's name and seniority date initially appears, if incorrect, must be appealed in writing, to the Superintendent and the Local Chairman by the Yardman within 60 days after the roster is posted. There shall be no appeal permitted thereafter. Clerical or typographical errors appearing on subsequent rosters may be corrected at any time.

Signed at Springfield, Missouri, and effective this 13th day of November, 1975.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director of Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

December 22, 1986

Mr. L. R. Burk
Director Employee Relations
Burlington Northern Railroad Company
3253 East Chestnut Expressway
Springfield, MO 65802

Dear Mr. Burk:

A question has arisen as to the intent of the June 23, 1986 Memorandum of Agreement revising Article 25(b)(1) of the Conductors' and Brakemen's Schedule.

Because of Article 25(a)(3), any Brakeman who passes the examination provided for in this agreement must be considered qualified as a Yard Foreman. However, this agreement was not intended to permit a yardman who had previously waived Yard Foreman rights to become senior (as a Yard Foreman) to a junior yardman who accepted promotion to Yard Foreman before the effective date of this agreement. Therefore, I believe that we should agree that those yardmen who become qualified as Yard Foremen because of their passing the test provided for in this agreement, will be ranked (as Yard Foremen) behind yardmen who have already qualified as Yard Foremen.

If you are agreeable to this application of the June 23, 1986 Memorandum of Agreement, please sign one copy of this letter and return it for our file.

Sincerely yours, AGREED TO:
A. M. Lankford L. R. Burk
General Chairman Director Employee Relations

RDK/cp

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(d) An engine foreman who voluntarily gives up his assignment as foreman will not be permitted to displace a junior employee but must wait for a vacancy to place himself. When a yardman refuses to accept a regular position as foreman, he relinquishes his right to the one vacancy only, and does not relinquish any seniority.

(e) Any yardman who voluntarily vacates an assignment, may bid for such assignment when the vacancy is bulletined, if he desires.

(f) (1) Yardmen who desire promotion to position of foreman will be given uniform examination upon receipt of written request. The examinations will be conducted by Superintendent or his representative within a reasonable time after receipt of the yardman's request. Uniform questionnaire form will be used for this purpose. Those who qualify will be given the asterisk designation on seniority lists, as provided in Subparagraph (2) hereof, on the first seniority roster issued after the examination is completed. Yardmen who have not been examined and promoted may be used in emergencies to act as foremen when in the judgment of the Superintendent they have sufficient qualifications to act in this capacity on certain assignments. Emergency use as foreman not be considered an act of promotion.

(2) The proper officers of the Carrier will furnish Chairman of the Local Committee of Adjustment of the UTU a correct list of names of all yardmen and their seniority date

once each year. A copy of this seniority list will be posted on bulletin board or in bulletin book.

(g) Yardmen, who are extra yardmasters, will not be permitted to work on their regular yardman assignments on the rest day of yardmaster position they are temporarily filling.

(h) In appointment of Yardmasters and Assistant Yardmasters, the oldest qualified yardman shall be considered.

UNDERSTANDING: Each time there is need for an additional man or men to fill Assistant Yardmaster position or positions, notice will be posted on yardmen's bulletin boards in yard involved stating that an additional man or men, as the case may be, will be appointed. Qualified yardmen who desire consideration will make application in writing not later than time specified in the notice.

(i) Yardmen leaving the service of their own accord will forfeit their seniority rights and not be eligible for reinstatement.

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ARTICLE 14 PERMANENT VACANCIES AND NEW RUNS

(a) All permanent vacancies and new regular assignments created will be bulletined immediately for a period of five days. Bids will be received until 11:00 A.M. of the 5th day and assignment made effective at 12:01 P.M. of the 5th day. The senior man in point of service making application will be assigned. In the event that no bids are received the senior yardman on the extra board shall be assigned. Bulletins will be posted on bulletin board or bulletin book for five days. The date appearing on the bulletin starts the computation of the five days herein referred to.

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(YARDMEN)-Article 14(a), 1st paragraph (Rev. Effect. 7/1/73)

(a) All permanent vacancies and new regular assignments created will be bulletined immediately for a period of five days. Bids will be received until 11:00A.M. of the 5th day and assignment made effective at 12:01P.M. of the 5th day. The senior man in point of service making application will be assigned. In the event that no bids are received for a foreman's vacancy the junior promoted man in yard service who is not assigned as a foreman, or assigned to an independent assignment, i.e., car retarder operator, bullring man, etc., will be assigned. In the event that no bids are received for a helper's vacancy, the senior yardman on the extra board shall be assigned. Bulletins will be posted on bulletin board or bulletin book for five (5) days. The date appearing on the bulletin starts the computation of the five (5) days herein referred to.

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Where a yardman on the extra board is the successful applicant for a temporary or permanent vacancy and the assignment would otherwise be effective on rest day of job to which assigned, he will not be considered assigned until the first day of the work week of job he bids in.

(b) Copies of all bulletins pertaining to new assignments or vacancies shall be sent to interested Local Chairman. Bids shall be made in writing, be witnessed, timed and dated. The original copy shall be addressed to the officer who signs the bulletin, a copy sent to the Local Chairman and a copy retained by yardman who files the bid. Yardmen bidding on more than one vacancy at the same time shall designate first choice, second choice, etc. Failure to send a copy of a bid to the Local Chairman will not invalidate the bid but will preclude any appeal by that man if he contends a junior man was erroneously assigned.

(c) Yardmen on leave of absence or out of service, while permanent vacancies occur or new runs have been created, will be permitted to exercise their seniority on return to service.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 14(c) of the Yardmen's Schedule is revised to read as follows:

"A Yardman who is on vacation, on leave of absence, laying off or otherwise unavailable for work during an entire bulletining period may not bid on a bulletined assignment. He will be permitted to exercise his seniority on such assignment upon his return to service."

Signed at Springfield, Missouri, and effective December 6, 1976.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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(d) Vacancies in yard service caused by regularly assigned yardmen being absent for any cause (time off on paid vacation not to be included) more than 30 days shall be considered permanent and handled accordingly at the expiration of 30 days. The man who is absent creating such vacancy shall be permitted to exercise his seniority in accordance with agreement rules upon his return to service.

UNDERSTANDING: In computing yardman vacancies of more than thirty days, count all time the regularly assigned man is absent from his assignment, except time off for paid vacation or while filling some other position covered by the Yardman's Schedule Agreement. Time absent while working some position not covered by this Schedule Agreement will be counted in computing 30-day vacancies.

(e) When a yardman is displaced (bumped) under agreement rules from either a temporary assignment or regular assignment, he will be promptly released and required to exercise his seniority or be marked on the extra board in accordance with agreement rules. If the man who thus exercises his displacement rights fails to immediately take the assignment by reason of taking vacation or exercising his seniority rights temporarily on some other assignment, the displaced (bumped) man will continue to hold the assignment during this interim of time or until he is otherwise relieved or displaced under other provisions of the Yardmen's Schedule.

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ARTICLE 15 TEMPORARY VACANCIES (5-Days)

(a) Temporary vacancies, except vacation vacancies, existing for more than five days will, on the sixth day, be given to the senior man making application for same, who will hold the vacancy until the regular man returns to work, until he is displaced by another man or until he relinquishes the assignment, under the provisions of this Article 15. "Applications" as contemplated above, must be made in writing in exactly the same manner as "bids" are to be made as set forth in Article 14(b).

Example #1: If a yardman's assignment is vacant for any cause (except vacation) it shall be considered a temporary vacancy under this rule.

Example #2: Five-day vacancy for yardman arises and no one makes application for same, it being filled from extra board.

Question: If a yardman is displaced (bumped) or his job abolished is he allowed to exercise seniority on such a temporary position?

Answer: A displaced (bumped) employee could displace (bump) on any assignment either held by yardman junior to him or on a five-day vacancy to which no one had been assigned.

Example #3: Yardman off three (3) days in advance of vacation and he does not return to his assignment after vacation completed. The three days prior to his vacation should be computed in figuring the five days. The first day after the vacation is completed will be the fourth day of the vacancy.

The assigned rest days will be counted in determining when a temporary vacancy has existed for more than 5 days where the rest days intervene after the first day of the vacancy. A calendar day will be calculated from 12:01 A.M. on the first day of the vacancy. Below are some examples of correct handling under this interpretation:

Example #A: If a yardman assigned 7:00 a.m.- 3:00 p.m. Monday through Friday with Saturday and Sunday as assigned rest days lays off Friday and remains off several days, vacancy of more than five days would be determined by counting the five consecutive calendar days commencing with Friday, including the rest days of Saturday and Sunday.

Example #B: Using 12:01 a.m. as the starting time for figuring the first day of the vacancy, if the yardman was assigned 11:59 p.m.-7:39 a.m. and laid off Friday, the first day of the vacancy would be Friday and such vacancy would be assigned as of 11:59 p.m. the following Wednesday.

Example #C: In the above example if the man laid off between the completion of the shift which started at 11:59 p.m. Friday and the assigned starting time of 11:59 p.m. Monday, the first day of the vacancy would be Monday. In other words the rest days did not intervene and would not be counted as days in figuring the vacancy.

Where a yardman on the extra board is the successful applicant for a temporary or permanent vacancy and the assignment would otherwise be effective on rest day of job to which assigned, he will not be considered assigned until the first day of the work week of the job he bids in.

- (b) When a yardman is assigned a temporary vacancy in accordance with this Article, he will be required to remain on it until the regular man returns to work, except:
1. If the yardman filling the temporary vacancy bids in and is assigned to a regular job, he will be placed on the regular job before the temporary vacancy expires if he so desires.
 2. If a yardman is displaced from a regularly assigned job, he may displace a yardman from a temporary vacancy if senior to the yardman holding such temporary vacancy. However, before being so assigned to such temporary

vacancy, he must first indicate the regular assignment he desires before he is placed on the temporary vacancy. If by such exercise of seniority he displaces a junior man regularly assigned to the job temporarily vacant, he will then become regularly assigned to such job instead of being in the status of holding same as a temporary vacancy.

(c) When a yardman is displaced (bumped) under agreement rules from either a temporary assignment or regular assignment, he will be promptly released and required to exercise his seniority or be marked on the extra board in accordance with agreement rules. If the man who thus exercises his displacement rights fails to immediately take the assignment by reason of taking vacation or exercising his seniority rights temporarily on some other assignment, the displaced (bumped) man will continue to hold the assignment during this interim of time or until he is otherwise relieved or displaced under other provisions of the Yardmen's Schedule.

(d) Yardman filling a temporary vacancy which he has bid in under Section (a) of this Article cannot bid in another temporary vacancy while he is working a temporary vacancy.

(e) A yardman who is laying off or absent for any cause may, after returning to service, displace (bump) on any temporary vacancy which was created during his absence.

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ARTICLE 16

SECTION A EXTRA BOARD REGULATION

(1) Extra men will work first-in, first-out, and will be called as near as possible one hour 30 minutes before starting time of the assignment called for. Extra man can hold a vacancy but one shift, except as provided in Article 15, Sections (a) and (b). If not called in proper turn in accordance with standing on the extra board, an extra man will be allowed a day in full and final settlement and shall retain his standing on the extra list. Extra men must remain available to protect work on a first-in, first-out basis as provided above. If an extra man does not respond to a call, he will be marked off and will not be permitted to mark up on the extra list until the man who accepted the call has completed the vacancy and has acquired eight hours' rest.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 16, Section A, paragraph (1) of the Yardmen's Schedule effective January 1, 1973, is revised as follows:

(1) Extra men will work first-in, first-out, and will be called as near as possible one hour 30 minutes before starting time of the assignment called for. Extra man can hold a vacancy but one shift, except as provided in Article 15, Sections (a) and (b). If not called in proper turn in accordance with standing on the extra board, an extra man will be allowed a day in full and final settlement and shall retain his standing on the extra list. Extra men must remain available to protect work on a first-in, first-out basis as provided above. If an extra man does not respond to a call, he will be marked off and will not be permitted to mark up on the extra list until the man who accepted the call has completed the vacancy.

Signed at St. Paul, Minnesota, this 4th day of January 1983, and will become effective January 16th, 1983.

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION
J. W. Reynolds
General Chairman

For: BURLINGTON NORTHERN
RAILROAD COMPANY
R. E. Egbers
Vice President Labor Relations

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(2) In order to insure that extra yardmen will earn a reasonable compensation (with the understanding that it will not constitute a guarantee) the extra list will be adjusted each Monday morning before noon in accordance with the following formula.

(a) The number of men on the board and available each day from Monday through Sunday of the previous week will be added together and divided by seven. This will indicate the average number of men available on the board each day. Extra men who were laying off or were otherwise unavailable for call any part of a calendar day will be counted available that day (in counting the number of available-man-days) if they worked that day, but will not be counted if they did not work from the extra board that day.

(b) The total number of shifts worked each day by extra men will be added.

(c) The total number of shifts worked that week will then be divided by the average number of men available each day. This will indicate the average amount of days worked per man. If this figure is between 4 and 5 days, inclusive, there will be no adjustment of

the extra board for the ensuing week, except to release or replace extra men affected by bumping and bidding occurring during that previous week.

- (d) If the figure mentioned above is less than 4 days or in excess of 5 days, the total shifts worked the previous week will be divided by 4. The difference between this result and the average number of men available will be the adjustment to be made the following week.

Example: If the adjustment calls for 22 men and there are 20 men on the board including 3 men who are assigned to the extra board but are laying off (resulting in 17 available men on the adjusting day), then 5 men will be added to the board to accomplish the adjustment making 22 available men on the board. The board is not adjusted again until the following Monday, even though the 3 men who were laying off on Monday report back to work, possibly making a total of 25 men on the board on some of the days in the following week. The same handling and the same adjustment would be made if, instead of laying off, the 3 absent men had left the extra board during the preceding week to assume regular assignments and then had their regular assignments abolished on Monday after the extra board was adjusted (resulting in them bumping onto the extra board).

- (e) In the event, at the time the check is made, one or more yardmen who are on the extra board, are scheduled for vacation during the following seven-day period, an additional man or men will be added to the board to fill the place of places of the men to be absent during the next checking period.
- (f) Fluctuating conditions which abruptly affect the extra board may be met by making reasonable adjustments to cope with the change until the next Monday adjustment is made; provided, the adjustment is agreed to by the Local Chairman and the Carrier Officer.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 16, Section A(2) of the Yardmen's Schedule revised effective January 1, 1973, is revised by the addition of the following Paragraph (g):

(g) At points where Yardmen and Brakemen have consolidated seniority in accordance with Article 40, Section C of this Agreement, the Callers' office will keep a list of those employees assigned in road service who have signified in writing (with copy to the Local Chairman) their desire to be assigned to the Yardmen's Extra Board. When the Yardmen's Extra Board is increased, the senior Yardmen on that list will be assigned in seniority order.

Signed at Springfield, Missouri, this 4th day of February, 1980, and effective March 1st, 1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

(Except AT&N District)

By: J. L. Russell

Director of Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds

General Chairman

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SECTION B LAYING OFF AND REPORTING

(1) Upon request of the Local Chairman at any terminal, the extra yardmen will be called by caller, who will notify them the time called for and at what point to report for duty.

Where such arrangement is made, regular men must secure permission to lay off in regular manner to permit calling of extra men and avoid delay to shift.

(2) Regularly assigned yardmen who have been laying off, on vacation, etc., shall report for duty for their regular assignments not less than four hours in advance of their starting time. This rule does not apply where a yardman has been displaced and is exercising seniority rights.

SECTION C FOREMAN VACANCIES

(1) Foremen vacancies of 5 days or less on regular assignments shall be filled by the senior promoted helper on the crew. If neither helper is promoted, it shall be filled in accordance with Paragraph (2) of this Section. Vacancies of more than 5 days (except vacation vacancies) will be filled in accordance with Article 15, Section (a).

(2) (a) In filling foreman vacancies on extra crews, the senior promoted yardman of the three first-out on the extra board available for call will be used as foreman. If none of the three yardmen first-out on the extra board are promoted and available, the senior promoted and available assigned helper, whose starting time is within the 90-minute bracket of the starting time of the extra crew, will be used; if there is no promoted assigned helper available within the 90-minute starting time bracket, the senior assigned promoted helper, whose regular starting time is nearest the starting time of the extra crew, will be used. A yardman will not be considered available unless he is available for 8

hours' work under the Hours of Service Law, and available under the provisions of the Five-Day Work-Week Agreement.

NOTE: Regular assigned helper who is moved to another shift to protect a foreman vacancy in connection with above shall not be entitled to work his own job on the same calendar day.

(b) In terminals where crews go on and off duty in different yards or at different points, this Paragraph (2) will be applied to use a promoted assigned helper available at the point where the vacancy exists, provided the points are more than one mile (by railroad) distant; if no one available at such point, an assigned promoted helper from the point nearest that where foreman is needed will be used in accordance with this Paragraph (2).

(c) Promoted yardmen who are holding positions as helpers on a regular assignment and who do not desire to be used to fill foremen vacancies shall so notify proper officer of the Carrier in writing, after which they shall not be used as foreman except on temporary or permanent vacancies which they bid in or on which they exercise seniority, when there are other promoted yardmen available. Promoted yardmen who so notify proper officer of the Carrier may not withdraw such notice for a period of thirty days, and withdrawal notice must be in writing and in the hands of local officer of the Carrier five days before they are available for use as foremen.

(d) Extra yardmen may not waive or relinquish foreman's rights. When a yardman who has such a waiver in effect becomes assigned to the extra board, his waiver is automatically and immediately cancelled. If he desires to reinstate the waiver when he leaves the extra board, he must again file it in the proper manner.

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(YARDMEN)

Article 16, Section C, revised effective Dec. 1, 1973

1. In filling temporary foreman vacancies of 5 days or less on regular assignment the senior promoted helper on the crew where the vacancy exists will be used. Vacancies of more than 5 days (except vacation vacancies) will be filled in accordance with Article 15, Section (a).

2. In the event there is no regular assigned helper on the crew that is qualified as foreman or when calling an extra yard crew, the foreman vacancy will be filled in the following manner:

(a) The first out rested qualified foreman on the extra list, except when more than one qualified extra yardman is called to work on the same crew, and one of them is to work as foreman, use the senior of those qualified (as foreman) extra men as the foreman. Example: At calling time the first four yardmen on the extra list are not qualified foremen, but the fifth man on the extra list at that time is a qualified

foreman, then this fifth man is the "first out qualified foreman" and he should be used as the foreman. If none:

(b) The senior qualified foreman who is regularly assigned as helper starting to work in the same yard, at or nearest the time of vacancy in the same starting time bracket. When it becomes necessary to fill an engine foreman's vacancy in relief between starting time brackets, or to fill an independent assignment which starts in between regular starting time brackets at points where starting time brackets apply, the senior qualified foreman from the succeeding starting time bracket will be used. If none:

(c) The senior qualified foreman who is working as a helper, starting work at or nearest the time of vacancy in another yard in the same starting time bracket. If none:

(d) Fill vacancy in accordance with Article 32, Section B (10).

A yardman will not be considered available unless he is available for 8 hours' work under the Hours of Service Law, and available under the provisions of the Five-Day Work-Week Agreement.

NOTE: Regular assigned helper who is moved to another shift to protect a foreman vacancy in connection with above shall not be entitled to work his own job on the same calendar day.

Signed at Springfield, Missouri, November 2, 1973, and effective December 1, 1973.

(Letter of Agreement)

(Dated August 2, 1973, In Connection With Article 16, Section C, Paragraph 2(b))

Dear Mr. Reynolds:

With reference our conversation July 31, 1973, in connection with the recent agreement effective July 1, 1973, which provides for the order in which we call yard foremen.

It was necessary to call a yardman to pilot a Sperry Rail Testing Machine within the Springfield Terminal at 12:01 p.m., July 31, 1973. There were no qualified foremen on the extra list at this time, therefore, it was necessary to use a foreman who was regularly assigned as a helper. It was agreed that since the first shift yardmen had already begun work that it was necessary to call a foreman from the succeeding shift.

It was agreed that in the future we would follow this practice when these situations arise. If you agree with the foregoing, please sign the attached duplicate copy of this letter and return to me.

Yours very truly,
J. J. Ratcliff

AGREED TO:
J. W. Reynolds
General Chairman

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(3) When filling vacancies for foremen on regular and extra assignments under the provisions of Paragraphs 1 and 2 of this Section, it is understood that if a helper is to be used off of his assignment as a foreman on some other yard assignment, that the calling forces will notify him by proper call in line with local understandings of his contemplated use as foreman. In the event that the calling forces are unable to contact him for an assignment as foreman, the caller will have someone present to confirm his attempt to contact the helper and proper notation for future reference is made of same.

In the event the vacancy for foreman is on the same crew assignment to which the helper is assigned, an effort will be made to contact him prior to the time the assignment starts. If unable to do so, he will be notified as soon as possible after he reports for service as a helper of his use as a foreman on his own crew assignments.

In the event that the above procedure is followed in its entirety, there will be no runaround claims progressed by the Organization in connection therewith.

(4) In the event a foreman is unable to complete his assignment as such due to sickness, injury or other cause, the senior promoted helper on the crew will assume the assignment as foreman while helper is being called and he will be compensated at foreman's rate of pay for the entire shift of combined helper and foreman service.

(5) Regular assigned helpers used to fill foremen positions, as provided in this rule, will be allowed not less than they would have earned on their regular helper assignment; this not to apply to regular assigned helpers who bid in or displace (bump) onto foreman positions in accordance with other provisions of this agreement.

(6) Temporary vacancies on individual assignments (e.g. yard pilots) which pay yard foreman rate of pay, shall be filled in the same manner as foreman vacancies are filled except, of course, rules relating to "senior promoted helper on the crew" are not applicable.

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ARTICLE 17
REDUCTION IN FORCE

- (a) When yard forces are reduced, the men involved will be displaced in the order of their seniority. When a vacancy occurs or new runs are created, the senior men will have choice of run or vacancy, subject to Article 13.

NOTE: When a yardman is displaced (bumped) under such circumstances as will give him a right under the Yardmen's Schedule to exercise his seniority rights, he may displace any other junior yardman in any class of service, to which his seniority will entitle him. He may bump any junior man on a crew. The man who is bumped may remain on the crew if he is not the junior man on that crew, or he may exercise seniority rights to displace (bump) on another crew.

This understanding does not change the right of a yard engine foreman to place a switchman on position on the crew that in his judgment will be for the best interest of the Carrier.

- (b) Yardmen laid off account reduction in force will be returned to service when forces are increased in order of their seniority, provided they return to actual service within thirty days (except as otherwise provided in Article 18, Section C-3) from the date their services are required.

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ARTICLE 18
SENIORITY

SECTION A
ROADMEN IN YARD SERVICE

Roadmen used in emergency to fill yard vacancies, will be paid not less than yard rates; will not thereby acquire yard seniority rights and will be relieved as soon as yardmen are available.

SECTION B
YARDMEN IN ROAD SERVICE

Yardmen used in emergency to fill road vacancies will not thereby acquire seniority rights on the road and will be relieved as soon as road men are available.

SECTION C
FURLOUGHED TRAINMEN OR YARDMEN
WORKING ON ANOTHER SENIORITY DISTRICT

(Effective November 8, 1937)

(1) A brakeman or yardman who is cut off the board on any seniority district may be used on some other district where his services are needed. When he goes to the new district he will be given a date on the new district effective the first date service is performed and at the same time will retain his seniority on his home district so long as his services are not needed. If his services are needed on his original or home district, or, retain the seniority he may have acquired on the new district. If he elects to return to his original or home district, then he loses whatever seniority he may have accumulated in the new district. If he should be cut off the board on both districts he could retain his seniority on both districts so long as his services were not needed on both districts at the same time. If he should be called for service on either district, while working on the other, he would have to decide on which district he wanted to retain his seniority.

(2) These instructions refer only to instances where men are sent from one territory or terminal to another when needed for service and will not cover instances where brakemen enter yard service or yardmen enter train service at points where they are employed except:

(a) Men cut off the board as brakemen and placed on yardmen's board during the time they are cut off as brakemen will be given seniority as yardmen, with the understanding that if they are recalled to the brakemen's board they must return to service as brakemen or forfeit their brakeman's seniority, and if they do return to the brakemen's board they forfeit their seniority as yardmen. This will apply only in instances where the men are placed on the yardmen's board. It will not apply where the brakemen are used a day or two in emergency and not placed on the yardmen's extra board.

(b) Men cut off the board as yardmen and placed on brakemen's board during the time they are cut off as yardmen will be given seniority as brakemen, with the understanding if they are recalled to the yardmen's board they must return to service as yardmen or forfeit their yardmen's seniority and if they do return to the yardmen's board they forfeit their seniority as brakemen; this to apply only in instances where the men are placed on the brakemen's board and not where yardmen are used a day or two in emergency and not placed on the brakemen's extra board.

(3) When a brakeman or yardman is called back to his original or home district, he must return within seven calendar days from the date notified if it is his desire to retain seniority on his original district; or if it is his desire to relinquish his seniority on his original district and retain seniority on the district where he is working, he must promptly notify, in writing, the Superintendent of the district where he is working. He may remain

on the territory where he is working as a "borrowed man" through permission of the Superintendent of his original district, but will cease to accumulate seniority on the district where he is working effective with the date he is notified to return to his original district. Request to remain as "borrowed man" must be made promptly after notified to return to his home or original district. The seven days time limit in which to return to the original district may be extended in instances where request is made to remain as a "borrowed man" if additional time is necessary to get a decision.

UNDERSTANDING: When a furloughed yardman is employed by this Carrier on another seniority district, under either the Trainmen's or Yardmen's Agreement, or on a job covered by agreement with another labor organization, he will be required to report for duty on his home seniority district within seven calendar days from the date he is notified of his recall to service as a yardman. Failing to do so he will forfeit his yardman's seniority.

The foregoing understanding will not apply to situations where men are being used in a promoted capacity as a conductor or yardmaster, as specifically provided for in Article 20, or when working as a "borrowed man" under the preceding provisions of Paragraph (3) above.

(4) This Section C does not cover men on the board on one district working as "borrowed men" on another district or where the yardman is simply working in road service on a (his own) consolidated road-yard seniority district.

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ARTICLE 19 CHANGING HOME STATION

When a yardman is required by the Carrier to change his home station, and by doing so is required to move his household goods and family, he shall be moved free of charge upon application therefor.

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ARTICLE 20 LEAVE OF ABSENCE

(a) (1) Except in cases of sickness or injury, Yardmen will not be granted leave of absence in excess of 90 days in any 12 month period, unless agreed to by the Carrier and General Chairman. Except as provided below for those absent because of being injured while on duty in this Carrier's service, Yardmen who are off more than 30 days, excluding vacation time paid for, will be required to secure written leave of absence or forfeit seniority. A Yardman who is absent because of being injured while on duty in this

Carrier's service will automatically be considered to be on leave of absence for the duration of his disability from the time that he properly completes and submits to the Company the required "Accident Report" reporting his on-duty injury; provided, however, that the Carrier and/or the General Chairman, each 120 days, may require the absent Yardman to submit to either or both of them, a medical doctor's certificate attesting to the fact that the Yardman's continuing absence is the result of disability resulting from the reported on-duty injury.

(2) When an employee has been off more than thirty (30) days, excluding vacation time paid for, and has not secured a written leave of absence, if and when he reports for service he will be given a notice to appear for investigation and show cause as to why he should not be permanently removed from service.

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May 30, 1975

3000-184
3000-36

Mr. J. W. Reynolds
General Chairman
United Transportation Union
227 East Sunshine, Room 101
Springfield, Missouri 65807

Dear Mr. Reynolds:

In reference to our telephone conversation this date concerning a question about how to determine when a leave of absence is required of a conductor, brakeman or yardman who, for example, has been laying off ten days immediately prior to his vacation and then continues to lay off after the vacation.

The files in this office indicate that since vacation is time paid for, that it has been the practice to count the absence (in the above example) starting the first day after the vacation and if this absence runs thirty days or more continuously, that a leave of absence is required. In other words, we treat the vacation in the same manner as though he had actually returned to work after his ten-day lay-off and then laid off again at a later date.

In telephone conversation you agreed with this interpretation and application and it is requested that you confirm our understanding and agreement by signing a duplicate copy of this letter and returning it to me for my file.

AGREED TO:

Yours very truly,

J. W. Reynolds 5/31/75 J. J. Ratcliff
General Chairman

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(b) When an employee is granted an annuity by the Railroad Retirement Board on account of permanent physical or mental disability, we will retain and continue to carry such employee on the seniority roster so long as such employee continued to receive such annuity or is disqualified by the Carrier due to physical or mental condition, except this will not apply:

(1) In case of any employee after they reach the age of 65 years.

(2) Where their employment relationship with this Carrier is served.

(3) In case of dismemberment, including loss of one or both eyes, which would forever disqualify an employee from performing service in the craft where he holds seniority.

When an employee is granted an annuity, the position or job held by such employee shall be considered permanent vacated and so filled. Should the annuity of the employee later be terminated and the employee considered physically and mentally fit to return to service by the Carrier, the employee will be permitted to do so by exercising seniority on such position as he may be entitled to under the terms of agreement governing.

(c) Except through agreement between the Carrier and General Chairman, a yardman accepting outside employment while on leave of absence shall lose his seniority and be considered out of service.

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October 31, 1972

3000-184

Mr. J. W. Reynolds
General Chairman, UTU (Trainmen)
227 East Sunshine
Springfield, Missouri

Dear Mr. Reynolds:

As you are aware the Leave of Absence Rules of your Agreements provide for continued leave of absence in case of illness without consent of the General Chairman.

My records reveal, however, in cases where an employe has obtained employment elsewhere while on sick leave, we have required a joint understanding between the parties.

In order to simplify matters of this nature, I would suggest that we agree that when an employe is disqualified from service by the Chief Surgeon or another Company physician, so long as he is properly protected by a leave of absence, he will have the right to obtain employment elsewhere without jeopardizing his seniority and provided he does return to work as soon as his disqualification is lifted.

If you are agreeable to this understanding, please sign the duplicate copy of this letter and return it to me for distribution.

AGREED TO:	Yours very truly,
J. W. Reynolds	J. J. Ratcliff
General Chairman	

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(d) Yardmen accepting official positions with the Carrier shall hold and accumulate seniority rights while filling such positions.

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June 1, 1977

3016-31

Mr. J. W. Reynolds
General Chairman
United Transportation Union
227 East Sunshine, Room 101
Springfield, MO 65807

Dear Mr. Reynolds:

In regard to our discussion today concerning the retention of seniority by employes who have Yardmen's seniority at one point, who are working as Yardmasters at another point (off their Yardmen's seniority district).

After a thorough review of the precedents, I believe that we agreed that Article 20(d) of the Yardmen's Schedule (and similar Agreement rules in the Conductors' and Trainmen's Agreements) protects the road-yard seniority of such employes working as Yardmasters regardless of the point at which they are performing the Yardmaster service.

If you agree that the above paragraph correctly sets forth our understanding, please sign the duplicate copy of this letter and return it to me.

AGREED TO: Yours very truly,

J. W. Reynolds J. J. Ratcliff
General Chairman

MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN RAILROAD
AND
UNITED TRANSPORTATION UNION (C-T-Y)

IT IS AGREED

Employes accepting training positions and work as train dispatcher service shall retain their seniority standing and all other rights in train/yard service. However, if they accept a train dispatcher assignment (including a full-time extra board) they shall be permitted to exercise their trainman/yardman rights only in the event they are unable to hold any position or assignment in train dispatching service or are involuntarily disqualified.

Extra train dispatchers working under more than one agreement in any calendar year will be assigned a vacation in accordance with the vacation agreement under which they meet the qualifications.

Employes meeting the qualifications under more than one agreement may elect to take the vacation under the agreement they prefer. If they do not have a sufficient number of days to qualify under any one agreement, their vacation qualifying service under all agreements will be combined and a vacation will be assigned under the agreement in which the preponderance of service was performed.

Signed at Fort Worth, Texas, and effective this 28th day of January 1985.

For:
UNITED TRANSPORTATION UNION (C-T-Y)
RAILROAD

For:
BURLINGTON NORTHERN
RAILROAD

By: J. W. Reynolds
General Chairman

By: J. J. Ratcliff
Asst. Vice President Labor Relations

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(e) Duly accredited representatives of employees employed exclusively by the Organization, party hereto, shall be considered as in the service of the Carrier on leave of absence and may return to former position or exercise their seniority rights provided they return to service within 30 days after released from such employment. Local Chairmen on Grievance Committee and Board of Adjustment will be furnished annual transportation on this Carrier's lines on request.

(f) Employees assigned to Railroad Associations handling arbitration, rate cases and matters of similar scope will be considered as on leave of absence and shall retain seniority rights, if asserted within 30 days after release from such employment.

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ARTICLE 21 SERVICE LETTERS

Any yardman leaving the service of this Carrier after employment of thirty days or more, shall, on written request, be given a letter by the Superintendent stating his term of service, capacity in which employed, and whether he is leaving the service of his own accord or if he has been discharged.

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ARTICLE 22 SECTION A DISCIPLINE - INVESTIGATIONS

- (1) Discipline will be applied uniformly, commensurate with the facts in the case.
- (2) When objections or charges are made against any yardman, they shall be put in writing and should convey a full statement of the objections or charges.
- (3) Yardmen will not be discharged, (actual or deferred) suspended or given demerit marks without just and sufficient cause. Before inflicting punishment in form of dismissal, deferred suspension, actual suspension or assessing demerit marks, the proper officer will hold investigation. They may be present at the investigation together with a

disinterested employee of their choice. All decisions will be rendered within 15 days after investigation is held.

NOTE: When Deferred Suspension is assessed, the yardman is not required to serve it immediately, but it is made part of his record, and if he is disciplined for another offense committed within 12 months of the first offense, he must automatically serve the Deferred Suspension. If no further offense is committed within the 12 months following the first offense, the yardman is relieved of all possibility of having to serve the Deferred Suspension. For example, if the yardman should commit another offense within the succeeding 12-month period, and as a result of the second offense receives deferred suspension of 15 days, he is then required to serve the previous suspension and a new probationary period of 12 months begins in regard to the 15-day suspension. Later offenses are treated in the same manner. However, if the discipline assessed for a second or third offense is a reprimand or demerits, a notation of that fact is placed on the yardman's record, but such entry does not require him to serve any previous disciplinary assessment which may be placed against him within the previous 12-month period.

(4) In the case of dismissal, (actual or deferred) suspension or demerit marks, if any yardman thinks sentence unjust, he shall have the right within 30 days to refer his case by written statement to his Superintendent. Within 10 days of receipt of this notice, the case shall have a thorough review by a proper officer of the Carrier. The yardman may be present if he so desires, and also be represented by any disinterested employee of his choice. In case he is still dissatisfied, he shall have the right of appeal to general officers.

(5) In case punishment, in the form of dismissal or (actual or deferred) suspension is inflicted and subsequently found to be unjust, he shall be reinstated and paid at regular rates for all time lost.

SECTION B FIELD TESTS

A yardman shall not be removed from his position by reason of defective eyesight or hearing, if, after a practical or field test given by Division or Terminals Officers in conjunction with any employee of his choice, he is found competent for the service he is engaged in.

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ARTICLE 23 TIME LIMIT - CLAIMS AND GRIEVANCES

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty days from

the date of the occurrences on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty days from receipt of notice of disallowance, and the representative of the Carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(c) The procedure outlined in Sections (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six months period herein referred to.

NOTE: Should the General Chairman desire a conference with respect to specific claims after receipt of the decision of the highest officer with respect thereto, he shall notify such highest officer within sixty (60) days of the date of such decision, in which event the six month period with respect to such claims shall not commence to run until the date of the decision of the highest officer following such conference. Within sixty (60) days from receipt of the Carrier's highest officer's conference decision the General Chairman must notify the Carrier officer of rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims.

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the Organizations parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This rule shall not apply to requests for leniency.

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**ARTICLE 24
PAY CHECKS - SHORTAGE**

Yardmen will be given time to get their pay checks on regular pay days. When time is not allowed as per time slip, foreman will be notified by Superintendent. If pay check is short one day's pay or more, time check will be issued for same.

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April 12, 1978

Mr. J. W. Reynolds
General Chairman
United Transportation Union
227 East Sunshine, Room 101
Springfield, Missouri

Dear Mr. Reynolds:

In reference to our discussion today, concerning the first sentence of Article 24 of the current Yardmen's Agreement.

In our conversation we agreed that this first sentence of Article 24 means that if a Yardman's paycheck is available at the specified place only during his working hours (and he therefore will not be able to go and pick it up on payday) it will either be brought to him or he will be permitted to stop work long enough (at some time during his shift) to go and pick it up.

If you are agreed that the foregoing correctly recites our understanding and agreement, please so indicate by signing the duplicate copy of this letter and return it to me.

AGREED TO: Yours very truly,

J. W. Reynolds J. J. Ratcliff
General Chairman

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UNDERSTANDING: Service time slips shall not be delayed because a portion of the time claimed is considered improper. Correction should be made and employees paid accordingly. The employees will be advised of the change or deletion and if they desire, a separate time slip can be submitted for further handling.

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ARTICLE 25 INSTRUCTIONS

All instructions to yardmen will be given by authority of the Yardmasters or Assistant Yardmasters, where Yardmasters or Assistant Yardmasters are employed. When foremen are furnished a lineup of trains, it must be furnished in writing.

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ARTICLE 26 SWITCHING LIMITS

(Taken from Article 10 of Agreement "A" May 25, 1951, as amended by Article VI of the January 25, 1972 National Agreement effective February 11, 1972.)

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1: Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2: Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or the General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3: This Article 26 shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4: The foregoing is not intended to amend or change existing agreements involving predominantly full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

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ARTICLE 27

SECTION A YARD WORK

- (1) Except as otherwise provided all work done exclusively within switching limits will be given to the Yardmen from that seniority list.
- (2) Yardmen shall have the right to man all work train service operating exclusively within the recognized confines of the switching limits.
- (3) Except as otherwise provided, all light engine movements outside of roundhouse areas that involve throwing hand-operated switch or switches, flagging or performing any other work that is commonly recognized as duties properly belonging to yardmen shall be accompanied by pilot.
- (4) Except as otherwise provided, the duties required of pilots must be agreed upon by the proper officer of the Carrier and the Local Chairman of the UTU.
- (5) The function of bleeding air brakes is not vested solely in yardmen and it is not a violation of the Yardmen's Agreement when other employees of the Carrier bleed air from cars to which a switch engine is not, at the time, coupled.
- (6) Self-Propelled Machines - Yard Service. (Article III, Section 1, Paragraph (b) of National Agreement, June 25, 1964)

A yard foreman will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard helper will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard foreman's rate will apply to this service.

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May 8, 1975

3000-5-General

Mr. J. W. Reynolds
General Chairman
United Transportation Union

227 East Sunshine, Room 101
Springfield, Missouri 65807

Dear Mr. Reynolds:

Reference our conference today.

Article IX, Section 1 of the January 27, 1972 National Agreement provides that: "Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.:***handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; ***and exchange engine of its own train."

We have agreed that under the foregoing agreement it is permissible for a road crew at points where road crews are restricted from performing yard service (either during the entire day or during a 12-hour period) to make any necessary movements with the locomotive in order to exchange a locomotive or any portion thereof. In other words, it is permissible for the outbound crew to take a locomotive back to the roundhouse to exchange the locomotive for another locomotive, to exchange a unit of the locomotive for another unit or to add or remove units, all of which constitutes "an exchange." We also agree that taking the locomotive back to the roundhouse or any other location solely for the purpose of servicing, supplying or repairing does not constitute "an exchange" and such movements should be performed by a yardman in accordance with the Yardmen's Schedule (if a road brakeman is required to do so he, but not other members of his train crew, will be entitled to a yard day).

With regard to such points where road crews are permitted to perform "any yard service," you have agreed that the prior settlements with former General Chairman Carnahan, as well as Award No. 100 of Public Law Board No. 37, have interpreted Article V, Sections 3 and 5 of the June 25, 1964 National Agreement so as to permit the crew (usually the head brakeman) to accompany any light locomotive movements within the station or terminal for any reason, which would also include taking the locomotive to the roundhouse for exchange, servicing, supplies and/or repairs, without penalty.

If you agree that the above is correct, please sign the duplicate copy of this letter and return it to me and we will dispose of the pending claims on this basis.

AGREED TO: Yours very truly,

J. W. Reynolds J. J. Ratcliff
General Chairman

MEMORANDUM OF UNDERSTANDING

IT IS AGREED:

The parties hereto recognize that the operation at Memphis, in which an outbound road crew makes a locomotive exchange and then a pick up of cars (or vice versa) at K. C. Junction, is permitted by Article IX of the January 27, 1972 National Agreement. The Organization parties, therefore, agree that any claims submitted account therof are invalid and are withdrawn.

It is also recognized that this does not permit outbound road crews to "make up a locomotive consist" at this point by adding one or more units to another locomotive consist after moving a portion of their train from Tennessee Yard to K. C. Junction. If they do so, the road Brakeman who assisted in making up the consist is entitled to an additional yard pilot (or herder) day, and the road engine crew is entitled to an additional hostling day.

The parties recognize that when the outbound road crew is transported by automobile from their on-duty point at Tennessee Yard (Memphis) to K. C. Junction to get their train, that the crew shall be allowed the road trip mileage from Tennessee Yard, but because this results in them being paid 10 miles between their on-duty point and the point where their train "departs on its road trips, " the 75-minute "free time" under the Initial Terminal Delay rule shall thereby be extended to 123 minutes (i.e., extended $4.8 \times 10 = 48$ minutes).

This understanding shall be considered to be a separate understanding between the Carrier and each of the other signatory parties.

Signed at Springfield, Missouri, this 21st day of November, 1975, and effective
November 21, 1975.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director of Labor Relations

FOR: Conductors, Brakemen and Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

FOR: Firemen represented by
UNITED TRANSPORTATION UNION

By: W. L. Stephenson
General Chairman

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SECTION B - ROAD-YARD MOVEMENTS

(1) It is permissible for road crews in yarding trains at terminals where track on which yarded will not hold the entire train to fill that track to capacity and permit the overflow to extend out on the rear, or where track is filled to capacity and rear of train is pulled into clear on track on which yarded the overflow may extend out on head end, provided no doubleover is required of the roadmen.

When a train is yarded in this manner, the entire train will be left intact. No other move will be required of the road crew in connection with the yarding operation.

(2) Where a doublover of an inbound train is required of road crew, they will make the doublover from the head end and it will not be permissible to leave a portion of the train extending out of the track on the rear.

(3) Inbound train crews will not be instructed to stop short of the clearance point. This provision does not apply to "run-through" trains.

(4) The head brakeman in freight service may be required, as part of his regular duties, to set his inbound locomotive from train to a yard track or his outbound locomotive from yard track to train, provided the yard track is in that part of the yard where train is yarded or made up.

(5) (Article IX of January 17, 1972 National Agreement)

(a) Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: one straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

(b) The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no

change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

(6) Run-through Trains - Outbound road trainmen may be required to relieve inbound road trainmen at terminals before train is complete yarded and complete the yarding if only a straightaway move is necessary. This will not entitle roadmen nor yardmen to penalty payment.

(7) FAYETTEVILLE: Roadmen on Fort Smith Sub-division may set out and/or pick up cars together at Fayette Junction and Fayetteville or Efav when yard crew is or is not on duty. This applies to trains turning as well as trains operating through Fayetteville. First set out and/or pick up, if Fayetteville is the crew's initial or final terminal, is covered by Article 27, Section B(5).

(8) The following handling by road passenger men is permissible and does not constitute switching:

Turning train or engine on either inbound or outbound trip by heading around leg of wye and backing into or out of station at Joplin, Okmulgee, Wichita, St. Louis and Memphis.

At Joplin, picking up and/or setting out cars on rear of train at passenger station; at Jonesboro and Okmulgee, setting train out and picking train up from side or yard track at passenger station.

(9) In all yards, "no bill" cars found in the train after it is made up may be set out by road crews when yard engine is on duty and is not immediately available. In yards listed in Paragraph (10) in the event yard crew is not on duty, road crews may set out "no bill" cars found in train after yard crew has gone off duty. Road crew making set out of "no bill" cars to be compensated by payment of one hour pro rata road rate independent of all other allowances of their trip.

(10) Except as otherwise provided in Article 27, Section C, there will be no less than one regularly assigned yard crew maintained at each of the yards listed except that the minimum at Joplin shall be two crews:

Joplin	Jonesboro	Francis
Muskogee	Cape Girardeau	Arkansas City
Okmulgee	Fayetteville	Paris

Lawton (effective 5/3/65)

At Paris, this agreement to maintain a yard assignment applies only during the time the yard is operated under jurisdiction of the SL-SF Railway Company. When Paris yard is under jurisdiction of G.C. & S.F. Railway Company, this agreement applies to SL-SF Railway Company's roadmen in same manner as when the yard is operated under the jurisdiction of the SL-SF Railway Company.

(11) The following paragraphs apply during the time periods in which road crews cannot otherwise perform yard service under the provisions of Article 27, Section C.

(a) Road passenger brakemen may handle or change their own road engine when yard engine is not on duty at yards listed in Paragraph (10) and shall be paid for such service on the basis of actual minutes at pro rata rate with a minimum of 15 minutes.

(b) In yards listed in Paragraph (10), when yard crew is not on duty, road passenger men may be required to handle their own train or motor car to and from yards and depot and they shall be compensated for such service on the minute basis with a minimum of 30 minutes pro rata rate independent of the road trip.

(c) When yard crew is not on duty at yards listed in Paragraph (10), roadmen on local freight, road switchers or mine switchers, may be required to make up their own train in addition to performing service provided in Paragraph (9). Through freight crews may perform the same service at Francis, Oklahoma, when yard crew is not on duty. When these moves are made by roadmen they shall be paid on a minute basis with a minimum of one hour pro rata road rate of pay independent of allowance for the road trip.

(d) In yards listed in Paragraph (10), in addition to set outs or pick ups covered by Article 27, Section B(5), when yard crew is not on duty road crews may be required to place cars from their own train containing livestock, perishable freight, and merchandise for delivery to connecting line or lines, or for unloading, and/or pick up cars containing livestock, perishable freight and merchandise to go forward in their own train, when these cars were not ready for movement or were placed on interchange after the yard crew had gone off duty. When these moves are made by roadmen, they shall be paid on a minute basis with a minimum of one hour pro rata rate of pay independent of allowance for their road trip.

(12) Roadmen shall not be required to classify their trains en route between terminals of their runs or maintain blocks for their final terminal or beyond.

NOTE: The above will not apply to cars being used by Government authorities to transport troops or other Government personnel and/or special Government material, due to requirement of shipper (Government) that such cars be placed in, or kept in certain position in train.

(13) When yard work is required of roadmen in yards, not outlined in this Agreement as permissible and provided for, road crews performing the work shall receive one day yard rate of pay in addition to their allowance for their road trip and three yardmen first out and available for call at the time of the occurrence will be paid a minimum day at yard rate of pay.

SECTION C
COMBINATION ROAD-YARD SERVICE

(Article V of the June 25, 1964 National Agreement)

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

(1) In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the Carrier seeks to discontinue will be considered, subject to the provisions of Paragraph 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Paragraph 5.

NOTE: The studies referred to in this Paragraph 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purposes of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Paragraph 1.

(2) The provisions of Paragraph 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

- (3) Road crews may perform any yard service at yards where yard crews are not employed.
- (4) Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.
- (5) At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
- (6) No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.
- (7) Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Paragraph 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.
- (8) If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Paragraph 7 hereof.
- (9) Initial and final terminal delay rules shall not be disturbed by this Section C except that when road crews perform yard service for which they are compensated under the provisions of Paragraph 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.
- (10) The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Paragraph 1 of this Section C.
- (11) Every employee deprived of employment as the immediate and proximate application of this Section C, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and

to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

SECTION D STATION ORDER

(1) Where possible in making up trains, at points where yardmen are employed, all short loads and empties shall be switched in station order and placed on head end of train.

(2) Provisions of Paragraph (1) is not to apply in respect to the position in train of so-called high-and-wide loads, car placarded to move on rear of train or next to engine only, cars which under governmental regulations or laws must be spaced a specified number of cars from engine or caboose, cars being used by Government authorities to transport troops or other Government personnel and/or special Government material, due to requirement of shipper (Government) that such cars be placed in, or kept in certain position in train, or livestock which operating rules require placement at a certain location in train.

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MEMORANDUM OF AGREEMENT

Article 39, Paragraph 2, of the Trainmen's Agreement as revised March 1, 1953; Article 44, Paragraph (b) of the Conductors' Schedule as revised February 1, 1956 and Article 27, Section D, Paragraph 2 of the Yardmen's Schedule as revised October 28, 1972, provides that cars placarded to move in certain locations in train are exempt from the station order placement requirements specified in these Agreements.

IT IS AGREED:

Except where such placards are required by law or governmental regulations, in lieu of actually placarding certain cars the Carrier may notify the (head end and rear end) crew, in writing, concerning the placement requirement of a car or cars in their train.

Signed at Springfield, Missouri this 23rd day of January, 1975 and effective February 1, 1975.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director of Labor Relations

FOR: Conductors, Trainmen and Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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(3) When trains are not made up in station order as provided in Paragraph (1) and exceptions in Paragraph (2), trainmen who handle the train and yard crew first out and available for call at the time train departs from initial terminal will be allowed a day at yard rate.

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ARTICLE 28 USE OF COMMUNICATIONS SYSTEMS

(Taken from Article VIII of January 27, 1972 National Agreement)

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Article. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules not exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

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ARTICLE 29
FILLING WATER CARS, HANDLING STOCK,
SUPPLYING ENGINES OR CABOOSES

Yardmen will not be required to fill nor empty water cars, nor will they be required to load, unload or water stock, or assist in supplying engines or cabooses.

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ARTICLE 30
HANDLING FROGS - RERAILING CARS

Yardmen will not be required to handle frogs in rerailling cars except to reraill cars derailed by their own crew, providing section men are in yard.

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ARTICLE 31
SECTION A
COUPLING AND/OR UNCOUPLING HOSE

(Taken from Arbitration Award dated at Washington, D.C., August 1, 1951, made effective September 1, 1951.)

(1) Rules, Agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefor will be made but where rules, agreements, interpretations or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of \$2.75. (Present rate effective January 1, 1973 and future national wage adjustments are to be applied per Mediation Agreement May 1, 1969.)

(2) When yardmen are required by proper authority to couple or uncouple air, signal, and steam hose between cars, each member of the crew will be allowed an arbitrary payment of \$2.75. (See explanation of rate in Part 1 above.)

(3) Payments provided in Part (2) will not apply to coupling or uncoupling air hose (1) between engine and cars, (2) between engine and caboose, (3) between caboose and cars, (4) between cars when cuts are made at crossings, (5) when couplings break after

couplings have been properly made and movement by yard engine begun, (6) when air hose can be uncoupled without damage to equipment by simply "pulling the pin", nor to coupling or uncoupling tail hose.

(4) This arbitrary allowance shall be paid separate and apart from the work day and shall not be considered in arriving at overtime rate. The allowance is to be paid only once to a crew regardless of number of couplings or uncouplings of air hose during a tour of duty.

SECTION B TURN TABLES, SAFETY CHAINS, VESTIBULE CURTAINS

Yardmen will not be required to handle turn tables or safety chains on either passenger or freight equipment where carmen are employed, nor will they be required to unfasten vestibule curtains, or perform other than yardmen's work. (Interpretations - See Section D.)

SECTION C RECORDS AND REPORTS

Yardmen will not be required to take car numbers or seals records, nor to make interchange reports, except as may be agreed upon between the proper officers of the Carrier and the Local Chairman. (Interpretations - See Section D.)

SECTION D INTERPRETATIONS

Adjustment Boards have decided that under Sections B and C, above:

- (1) Yardmen may be required to handle and deliver the waybills for the cars they are delivering in interchange (Award #3 of SBA No. 3).
- (2) Yardmen may be required to verbally report all delays incurred in making interchange or transfers (Award #76 of PLB No. 37) and also report verbally or in writing (by notation on the interchange report) the time that an interchange delivery is completed (Award #3 of SBA No. 3).
- (3) Yardmen may be required to check inbound train against his list to facilitate their switching of that train (Award #69 of PLB No. 37).
- (4) Yardmen may be required to contact yardmasters or other supervisors to determine disposition of cars under their control and may be required to seek out and locate other cars to be handled by their crew (Award #138 and #153 of PLB No. 37).
- (5) Yardmen may be required to make a list of the cars that they are picking up from an interchange track and then check the list against the waybills they are

picking out of box, to determine that they have all the waybills and the correct ones (Award #7 of SBA No. 568).

(6) Yardmen may be given (by radio or telephone) a list of car numbers for cars their crew is to handle. They should not be required to make any sort of list for anyone else if such list is not in connection with the work of their own assignment (Award #36 of SBA No. 234 and Award #7 of SBA No. 568).

(7) Yardmen may be required to observe car class or destination cards on empty cars, then dispose of the cars in accordance with standing instructions (Award #63 of SBA No. 234).

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ARTICLE 32

SECTION A FIVE-DAY WORK WEEK

(Taken from Article 3 of Agreement "A", May 25, 1951.)

1. (a) Beginning on the date this Section A becomes effective on any carrier, such carrier will establish, for all classes or crafts of yard service employees covered by this Section A, subject to the exceptions contained therein, a work week of forty hours, consisting of five consecutive days of eight hours each, with two days off in each seven, except at hereinafter provided. The foregoing work week rule is subject to all other provisions of this Section A.

(b) (Initial Implementing Provisions - Not reproduced.)

2. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.

3. (a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules. They may on different days, however, have different starting times within the

periods specified in the starting time rules, and have different points for going on and off duty with the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Part 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Part 3.

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

(NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.)

(f) Except as otherwise provided for in this Part 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

4. At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made on the

individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees 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, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

5. On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Part 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employees selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Part 11 of this Section A.

Employees selecting yard service under this Part 5 will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Part 5.

(NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.)

6. Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

7. (a) In event a regular or regular relief job or assignments is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in Paragraphs (a) and (b) of this Part 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

8. (1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices there under are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Part 3 shall be paid for at the straight time rate.

(2) (Overtime - Not reproduced here - See Article 3, Section B.)

(3) (Overtime - Not reproduced here - See Article 3, Section C.)

(4) (Overtime - Not reproduced here - See Article 3, Section D.)

(5) (Overtime - Not reproduced here - See Article 3, Section E.)

9. (Vacations - Not reproduced here - See Article 38A, Sections 1 and 2.)

10. Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Section A shall be construed to create a guarantee where none now exists.

11. (a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per days, except as otherwise provided in this Section A.

(b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in Paragraph (d) of this Part, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(c) An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in Paragraph (d) of this Part, in the work week starting with the Monday in which the change is made.

(d) Except as provided in Paragraphs (b) and (c) of this Part, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Article 3, Sections C and D) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

12. (a) Where reference is made in this Section A to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(b) Part 3(e) and Part 5 of this Section A shall not apply to:

Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
Levermen
Switchtenders (sometimes classified as Switchmen)

(c) None of the provisions of this Section A relating to starting time shall be applicable to any classification of employees included within the scope of this Section A which is not now subject to starting time rules.

13. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Section A in order to implement the operation of the reduced work week on a straight time basis.

14. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the Carrier, may enter into additional written understandings to implement the purposes of this Section A, provided that such understandings shall not be inconsistent with this Section A.

SECTION B
IMPLEMENTING AGREEMENT
(5-Day Work Week)

(1) When a regular assignment is discontinued permanently and there is a relief assignment involved, it will, of course, be necessary to also discontinue the relief assignment. If there is another relief day available which might be connected with the remaining 4 days of the discontinued relief assignment, it will be permissible to bulletin a new relief assignment and include the odd day to make up a 5-day assignment for a relief crew, or relief man.

(2) The term "work week" for regularly assigned employees, including relief assignments, means a week beginning with the first day on which the assignment is bulletined to work; i.e., if bulletined Monday through Friday, these 5 days would be the work week for the regularly assigned men, Saturday and Sunday would be the days off. Regular assignments may be made for any consecutive 5 days within a week. Where it is not practicable to grant two consecutive days off to regularly assigned employees, the days off will be arranged as provided in Part 4 of Section A.

The term "work week" for extra men means a period of 7 days, starting with Monday. This does not mean that you may work an extra man 7 consecutive days, starting with Monday, at pro rata rate, but that you may use him any 5 days within the 7, not necessarily consecutively. A new work week for extra men starts each Monday.

(3) An extra man who completes 5 straight time 8-hour shifts within his work week, commencing with Monday, will hold his turn on the extra board but will not be used on the 6th or 7th day of his work week if there is an extra man available on the board who does not have in 5 straight time 8-hour shifts in that week.

(a) If an extra man works 5 days, Sunday through Thursday, he will retain his position on the extra board, and if used Friday, he will be paid pro rata rate unless the Friday shift starts within 22-1/2 hours from starting time of previous shift.

(See Article 3, Section B-3.)

(4) Where regular relief assignments cannot be established for 5 days on the same shift, they may be established with different starting times on different shifts on different days, and they may have different points for going on and off duty. Starting time and points for going on and off duty must be the same as for the men or crews being relieved.

It is permissible at points where yardmen hold seniority in two different yards (such as Thayer and Jonesboro) to establish relief assignments embracing shifts in both yards. This is something to be worked out at each point to meet conditions as they exist. It may be found more desirable at some places to stagger the rest days of crew members in small yards and set up relief assignments for individuals or protect the off days of regular men with extra men where there is an insufficient number of days to provide a regular 5-day relief assignment.

(5) Regular relief assignments must be treated as regular jobs the same as any other regular assignment. This means that the "move up" rule (Article 16, Section C-2) is not applicable to foremen positions assigned to regular relief foremen. The relief foreman to whom an assignment is made is entitled to work as foreman instead of moving up the senior helper on a crew. If the foreman position on a crew is not embraced within a regular relief assignment, making it necessary to resort to the extra board on the regular off day of the foreman, the move-up rule will be applicable.

(6) A regular relief assignment may be comprised of 5 days' work in different yardman capacities where it is necessary; for example, 3 days as a foreman and 2 days as a helper. In bulletining such relief assignment, it should be for 5 consecutive days, starting with the first day the job is bulletined to work; for example, Sunday through Thursday, Monday through Friday, Tuesday through Saturday, etc.

(7) Relief assignments should not be set up with two shifts starting on the same calendar day unless there is a situation at some point where a 5-day relief assignment cannot otherwise be established and a regular relief assignment is preferable to protecting the off-days with extra men. Where relief assignments are established under these conditions, members of such relief crews will be paid at pro rata rate, even through second tour of duty commences within less than 24 hours from beginning of tour of duty on preceding shift. The 22-1/2 hours provision for extra men is not applicable to regular relief assignments.

(8) In yards where there is an insufficient number of regularly assigned yard crews to afford a 5-day assignment for a relief crew as a unit, it will be necessary to set up relief assignments for the crew members individually or protect the off days by the use of extra men, where there is an insufficient number of days for a 5-day relief assignment.

(9) Where the work of a crew can be absorbed on the off day by other crew or crews, it is not necessary that a relief assignment be set up for that day.

(10) When the extra board is exhausted, present practices in effect for making up extra crews or filling vacancies are not changed. Instructions of December 18, 1946, dealing with this subject are quoted:

"A sufficient number of yardmen shall be employed to protect the regular and extra work. Arrangements for the protection of extra work of yardmen and/or use of roadmen in yards may be made by local officers and Local Chairman."

"Yardmen, when available, will be used to protect all yard work in preference to roadmen. In determining the yardmen available, they shall be taken, in the following order - (1) Extra man or men; (2) Senior man or men cut off account reduction in force who have made themselves available for service by notifying the local officers in writing with copy to Local Chairman; (3) Senior regular man or men who have signified desire to protect extra work."

"Yardmen will be considered available if they can protect the service for which required without exceeding hours of service provided in Hours of Service Law."

"This, of course, will not apply at Hugo where road and yard seniority is consolidated."

(11) In yards where 4-man crews are worked and there is an insufficient number of such crews to comprise a 5-day relief assignment for a 4-man crew, making it necessary to combine 4-man crew with 3-man crews to complete a relief assignment, men from the extra board should be used to fill the fourth position on the days the relief crew relieves the 4-man crew.

(12) Extra man working five days, Sunday through Thursday, on temporary vacancy has taken the conditions of a regular assignment and when displaced at the end of the shift Thursday, should be marked up on the extra board and allowed to work to the top of the list. However, should not be used Friday or Saturday if there is anyone else on the extra board who could work it at pro rata rate. In the event he is worked, then he would be paid pro rata for Friday work. This in conjunction with examples listed under Part 18 of this Section.

(13) Five-day assignments (regular or relief) may be annulled for one day on a holiday or a Sunday, but not both within the same work week.

(14) In the application of Part 7, Article 32, Section A, the following will govern:

(a) When the assignment of a regular man is annulled for one day on a Sunday or holiday and he desires to place himself in order to make five straight time shifts during his work week, he will make request at the completion of the last shift worked preceding the date on which his assignment is annulled. (See Article 37, Section 1(b) Note 4 which provides that failure to bump does not disqualify the yardman for holiday pay.)

(b) If there is a junior man he can displace for the one shift under applicable rules, he will thus exercise his seniority in lieu of reverting to the extra board for the one day.

(c) If he is eligible for the extra board and makes request, he will be marked thereon at the completion of the last shift worked and will be subject to call eight hours thereafter in preference to extra men.

(d) In event two or more regular men revert to the extra board the same day under the terms of this understanding, their respective standings will be governed by the time they went off duty on the last previous shift, seniority to distinguish the standings of those who went off duty at the same time.

(e) First shift on which service is performed by this employee from the extra board will be at pro rata rates.

(f) When the employee marking up on the board in line with the above has completed five straight time 8-hour shifts, he will not be permitted to perform any other service from the extra board.

(15) Definitions of "grade" of service and "class" of service:

The term "grade" has reference to the occupation, such as foreman, helper, or pilot. The term "class" means the type of work performed. We have only one "class" of service, insofar as yardmen are concerned, which is "yard service". In road service we have different "classes" of service, such as passenger, through freight, local, work train, etc., but we are not concerned with road service in this particular agreement.

(16) Service covered by one or more different agreements may not be combined in computing 5-day yardmen's service.

A regular yardman who may lose a day as a yardman in getting on a relief position in another craft, and as result makes less than 5 days as a yardman, may not be used on an additional shift as a yardman on his rest day in order to get in 5 days as a yardman. An extra yardman who loses a day in such circumstances may be permitted to protect his turn on the extra board after completing the relief assignment, bearing in mind that the extra man is not entitled to more than 5 pro rata shifts as a yardman within his work week.

(17) Time and one-half rate, extra men: If it is necessary for an extra man to commence second shift in less than 22-1/2 hours from starting time of the first shift in order to get in 5 days within a work week, he will be entitled to time and one-half rate for such second shift, subject to the exceptions provided in Article 3, Section B this with the understanding that his turn on the extra board entitles him to such second shift.

If an extra man works 8:00 a.m. to 4:00 p.m. 23rd at pro rata rate, is called to go on duty at 4:00 a.m. 24th to relieve a yardman on the 11:59 p.m. shift of the 23rd and works until 7:59 a.m. 24th, then works another shift 8:00 a.m. to 4:00 p.m. the 24th, the method of payment would be:

8 hours at pro rata rate, 8:00 a.m. - 4:00 p.m. 23rd.

8 hours at time and one-half rate for service performed 4:00 a.m. - 7:59 a.m. 24th,
and

8 hours at pro rata rate, 8:00 a.m. - 4:00 p.m., 24th, because this is the beginning of a new 24-hour period.

(18) Article 32, Section A, Part 11 refers to regularly assigned employees who desire to take another assignment and employees on a seniority or mark-up board who desire another off day. We are not concerned with the seniority or mark-up board. Boiled down, insofar as we are concerned, this rule means that an employee, regularly assigned, who bids in another regular assignment will not be permitted to work more than 5 straight time, 8-hour shifts in the work week of the assignment he is holding at the time he is assigned to the position bid in. The rule makes an exception for the situation where the man might be prevented from working one or more days on the position bid in, in which event he may be used more than 5 days at pro rata rate if there is no extra man available.

EXAMPLE: A regularly assigned man, Monday through Friday with Saturday and Sunday off days, bids in another assignment with work week Saturday through Wednesday. The bids are up and an assignment is made effective Saturday. He has already worked 5 days on his old assignment, Monday through Friday; he would therefore not be permitted to go on the new assignment Saturday or Sunday if there is an extra man available to work the job, because it would give him more than 5 days' work in the work week of the assignment off which he bid.

If no extra man is available, he may be used on the new assignment Saturday and/or Sunday at pro rata rate.

(19) A yardman who reverts to the extra board after displaced from a regular assignment or temporary vacancy should be marked on the extra board at the time he ties up at the completion of last shift worked, subject to Article 32, Section A, Paragraphs (c) and (d) of Part 11.

(20) All yardmen positions come within the 5-day work week. This includes independent positions such as pilots and bullring men.

(21) A regularly assigned yardman will not be assigned a day off as yardman on which he regularly performs work in a relief capacity in another craft which in effect would permit him to regularly work more than five days a week. This will not prevent the individual involved from being assigned another day off to accomplish the intent of this understanding.

(22) The provisions of Article 32, Section A, Part 14, which reads as follows are recognized:

"The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Section A, provided that such understandings shall not be inconsistent with this Section A."

(23) (Vacations - Not reproduced here - See Article 38-A.)

(24) (Permanent and Temporary Vacancies - Not reproduced here - See Article 14(a) and Article 15(a).)

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ARTICLE 33 CAR RETARDER OPERATORS (CRO)

SECTION A CLASSIFICATION

CRO positions are classified as yardmen and made subject to all rules of this Agreement which are applicable to individual positions such a pilots, switchtenders, bullring men, except as otherwise provided in this Article.

SECTION B QUALIFICATIONS

(This Section B is applicable only to the initial training of CRO's when car retarders are initially placed in operation in a yard or terminal where yardmen are employed.)

(1) Advance notice will be posted so the senior yardmen who desire to qualify as CRO's may make written application. This application must be made to the Superintendent within ten days from date of the notice. In event a senior employee is on an approved leave of absence, absent on account of vacation, illness, or other reason which does not impair his seniority rights, during the time applications are being received, returns to

work during this training period and desires to qualify, he will be included in the list of the specified number of trainees and the junior applicant will be eliminated from the list.

(2) The agreed upon number of senior yardmen who make application will be given on-the-job training and instructions for the number of shifts to be specified by the Superintendent. The starting date of the training period for each employee will be designated by the Superintendent. Applicants will be selected in seniority order. If any of the designated trainees withdraw their applications, or are disqualified during the training period, the next senior applicant or applicants will be added to the list to supplant those thus eliminated.

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(YARDMEN)-Article 33, Section B, paragraphs (1) & (2), (Rev. Effect. 7/1/73)

(1) Advance notice will be posted so the senior yardmen, that are qualified foremen, who desire to qualify as CRO's may make written application. This application must be made to the Superintendent within ten days from date of the notice. In event a senior qualified foreman is on an approved leave of absence, absent on account of vacation, illness, or other reason which does not impair his seniority rights, during the time applications are being received, returns to work during this training period and desires to qualify, he will be included in the list of the specified number of trainees and the junior applicant will be eliminated from the list.

(2) The agreed upon number of senior yardmen, that are qualified foremen, who make application will be given on-the-job training and instructions for the number of shifts to be specified by the Superintendent. The starting date of the training period for each employe will be designated by the Superintendent. Applicants will be selected in seniority order. If any of the designated trainees withdraw their applications, or are disqualified during the training period, the next senior applicant or applicants will be added to the list to supplant those thus eliminated.

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(3) Trainees will be allowed CRO rate for each eight-hour shift in training. They must remain in attendance the complete eight-hour shift in each instance to qualify for this trainee allowance.

(4) Superintendent will be the judge as to the duration of the training period and when the trainee is qualified. Any trainee may be disqualified at any time during the training period when in the judgment of the Superintendent the trainee has clearly demonstrated inaptitude and lack of ability to qualify. If the trainee objects to his disqualification, he may make written request for investigation within ten days from date of disqualification.

(5) Applicants for trainee positions will not be used as yardmen while in training on any day they are paid as a trainee. This not to apply in cases of emergency which creates a shortage of yardmen.

SECTION C SENIORITY

(1) At the expiration of the training period for each applicant, or group of applicants who train simultaneously, a bulletin will be posted by the Superintendent showing the names of those qualified. Letters CRO will be shown on the yardmen's seniority roster opposite the names of those qualified as CRO's. Their seniority date as CRO shall be the same as their yardman seniority date.

(2) Positions of CRO's then established will be bulletined and assigned to the senior qualified applicants under provisions of Section H(2) of this Article. If no applications received, the junior qualified man or men will be assigned.

3. Subsequent to the training period outlined in Section B, yardmen who desire to qualify for CRO positions will make written application to the Superintendent. Applicants who have not less than 260 days actual service as yardmen with this Carrier will be given an opportunity to qualify on their own time without expense to the Carrier. This authority will be granted by the Superintendent to applicants in seniority order and at times specified by him. Employees whose qualifications are certified by the Superintendent under the provisions of this Paragraph (3), when placed on an assignment will be required to serve a test period of fifteen shifts to demonstrate their fitness and ability. They may be disqualified prior to completion of the test period when their performance demonstrates lack of fitness and ability to continue subject to provisions of Section B(4).

4. No employee will be assigned or allowed to assume the duties of CRO until his qualifications are certified by the Superintendent. After an employee is certified, satisfactorily passes the test provided for in Paragraph (3), and it is desired to disqualify him from further service as CRO, he will be notified in writing and will be given an investigation, if requested, under the provisions of Article 22, Section A.

SECTION D DUTIES

CRO's, while working as such, will not be required to perform other yardman duties unrelated to operation of car retarders except in cases of emergency. They will not be required to maintain records or make reports not incidental to car retarder operation. Accident and personal injury reports on prescribed forms covering accidents and injuries occurring during their normal tour of duty, and time returns are normal requirements of CRO's

SECTION E STARTING TIME

Article 9, governing starting time of yard crews, will apply to CRO's.

**SECTION F
ASSISTING TRAINEES**

When CRO's are required and authorized during their tour of duty to assist trainees in learning the duties of CRO's, they will be allowed \$2.00 per shift, or part thereof, for this duty. Supervisory responsibilities for this purpose other than to give advice necessary to properly instruct trainees will not be delegated to CRO's.

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MEMORANDUM OF AGREEMENT

Article 33, Section F, entitled ASSISTING TRAINEES is revised to read:

"When CRO's are required and authorized during their tours of duty to assist trainees in learning the duties of CRO's, they will be allowed \$4.00 per shift, or part thereof, for this duty. Supervisory responsibilities for this purpose other than to give advice necessary to properly instruct trainees will not be delegated to CRO's."

Signed at Springfield, Missouri, and effective this 17th day of August 1977.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director of Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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**SECTION G
POINT FOR BEGINNING AND ENDING DAY**

CRO's will report and be relieved from duty at the Car Retarder Tower.

**SECTION H
VACANCIES**

(1) Except as provided in Paragraph (3) below, temporary CRO vacancies, and permanent CRO vacancies under bulletin, will be filled by using:

(a) The first-out qualified CRO on the Yardmen's extra board who is available to work the CRO vacancy at pro rata rate. If none:

(b) The senior qualified CRO in the terminal who is regularly assigned as yardman (foreman, helper, herder, etc.) to work that day in the same starting time bracket as the CRO vacancy. If none:

(c) The senior qualified CRO (without regard to rest days or to what his Yardman or CRO assignment may be) who can work the CRO vacancy at pro rata rate and who will accept the call. If none:

(d) The senior qualified CRO (without regard to rest days or to what his Yardman or CRO assignment may be) who is available to protect the CRO vacancy under the Hours Of Service Act and who will accept the call. The junior such man that can be contacted must accept the call.

To be entitled to call under any of the above categories the employee must be available under the Hours of Service Act to protect the 8-hour assignment of the CRO vacancy.

Regular assigned Yardmen used to fill CRO positions, as provided in this Paragraph (1), will be allowed not less than they would have earned on their regular assignment.

(2) Permanent vacancies on both existing and new CRO assignments will be computed, bulletined and assigned in the manner described in Article 14(a); provided, however, in the event no bids are received for a bulletined CRO vacancy the junior qualified CRO (who is not assigned as such) will be assigned and will not be allowed to bid off the position until some man junior to him has become qualified as CRO (and is not assigned as such) or unless some senior qualified CRO signifies in writing that he will accept the position (which will be considered his bid if it is rebulletined).

A CRO force assigned as such, may request, in writing, that the assignment be rebulletined if a junior man has become qualified as CRO or if a senior qualified CRO (not assigned as such) signifies in writing that he will accept the position (which will be considered his bid). The assignment will be rebulletined and the incumbent will remain on it while it is under bulletin.

(3) (a) In the event that a CRO vacancy exists for more than five days, the senior CRO desiring the same and making written application will be assigned on the sixth day.

(b) Where it is known in advance that a CRO vacation vacancy will exist for five days or more the senior CRO making written application at least 24 hours in advance of the first starting time, shall be assigned on the first day. This will also apply to CRO vacancies

resulting from regularly assigned CRO's exercising rights under either part of this Paragraph (3).

SECTION I
EXERCISING SENIORITY

- (1) Regularly assigned CRO's may exercise seniority on any yardman (foreman, helper, herder, etc.) assignment in accordance with seniority and applicable rules in the Yardmen's Agreement, provided there is a junior unassigned CRO available to fill the CRO vacancy.
- (2) Qualified CRO's who are not regularly assigned as such may enter and re-renter CRO service by -
 - (a) Bidding for vacancies, or
 - (b) Exercising displacement rights on to CRO assignments when regular yardmen assignment is abolished, or they are displaced therefrom by a senior yardman.
- (3) (a) Qualified CRO's who are regularly assigned as a yardman (foreman, helper, herder, etc.) may relinquish CRO qualification and rights by notifying the proper Carrier Officer in writing. A yardman who does relinquish his qualification and rights may not re-establish them in less than six months (except as provided in Paragraph (3)(b) below), but they may do so by requesting in writing the opportunity to again establish his CRO qualification. (He may be required to "break-in" on his own time and will be subject to the test period specified in Section 3(3) of this Article.)
- (b) Qualified CRO's assigned to the Yardmen's extra board may not relinquish their CRO qualifications and rights. A regularly assigned Yardman who has relinquished his CRO qualifications and rights, and then is subsequently assigned to the Yardmen's extra board, will be called for CRO vacancies while on the extra board if the proper Carrier Officer considers him qualified, and such use will re-establish his CRO qualification and rights.
- (c) If an extra yardman does re-establish his qualifications and rights while on the extra board he may, if he subsequently obtains a regular yardman assignment, again relinquish his CRO qualification and rights under the provisions of Paragraph (3)(b) below.

SECTION J
LUNCH PERIOD

CRO's will be allowed twenty minutes for lunch within 4-1/2 and 6 hours from starting time without deduction in pay.

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ARTICLE 34

SECTION A INTERCHANGE POINTS FOR CONNECTING LINES

The Carrier will designate interchange point for each railroad at each terminal or switching district at first physical point of interchange. It is understood that due to different conditions prevailing at different terminals local committees may enter into local agreements providing for variations from the above.

(Award #129 of P.L. Board No. 37)

The purpose of the above provision is "to prohibit foreign line crews from coming into Frisco trackage and running through a yard capable of being the interchange point, into a more distant yard. *** We believe that this agreement restricts the authority of the Carrier to designate a point of interchange. It is necessary for the Carrier to designate the first yard entered by the delivering Carrier to be the point of interchange. However, in this dispute, the Carriers are not entering a yard when they enter the physical property. They are entering the Frisco main line, and then the first yard entered is the Rosedale Yard. Therefore, it is permissible for the Carrier to designate that yard as the interchange point."

SECTION B INTERCHANGE

(Article VII of National Agreement of January 27, 1972)

(1) At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 34, Section B (1) of the Yardmen's Schedule effective January 1, 1973, is revised by the addition of the following Note:

When a Frisco road crew that is operating a solid train out of a foreign carrier's yard, discovers that their caboose does not conform with the Conductors' and Brakemen's Schedule, the train may be stopped prior to the time that it passes the terminal limits after reaching Frisco trackage and a yard crew may be required to change the caboose without penalty payment to either the yard crew or the road crew.

Signed at Springfield, Missouri, this 16th day of March, 1979, and effective March 16th, 1979.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(Except AT&N District)

By: J. L. Russell
Director of Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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(2) If road crews referred to in Paragraph (1) of this Section B are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

(3) At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

(4) If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

(5) Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in

providing the committees involved with data and other information that will assist in resolution of work equities.

(6) The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Section B.

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ARTICLE 35 OFF-TRACK TRAVEL INSURANCE

(Agreement of August 7, 1967)

When employees are required to ride in or on any vehicle while operated on or over a public thoroughfare will be covered by Carrier-financed insurance as follows:

- (a) \$100,000.00 Accidental Death or Dismemberment;
- (b) \$3,000.00 Blanket Accident Medical Reimbursement;
- (c) 80 per cent of the insured employee's salary from this Carrier for time lost, subject to a maximum of \$100.00 per week for a 156-week period. So far as extra men are concerned, the 80% shall be determined on the basis of the earnings of the extra man who takes the injured man's next turn off the board.

This will also apply to employees deadheading under orders.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Effective November 1, 1977, Memorandum of Agreement "D" signed at Washington, D. C. August 7, 1967, is canceled and employes (Yardmen and Brakemen) will, effective that same date, be covered by the provisions of Article XI, entitled Payments to Employees Injured Under Certain Circumstances, of the Mediation Agreement made July 17, 1968, by and between the participating carriers represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carrier's Conference Committees, and the employes of such carriers represented by the Brotherhood of Railroad Trainmen (now United Transportation Union).

Signed at Springfield, Missouri, this 24th day of October, 1977.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director of Labor Relations

FOR: Yardmen and Brakemen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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ARTICLE 36 HEALTH AND WELFARE

Pursuant to an Agreement dated Washington, D.C. March 26, 1964, the St. Louis-San Francisco Railway Company, a participating carrier listed in exhibits thereto, as subsequently revised, agreed to provide disqualified yardmen and their dependents with health and welfare coverage (subject to negotiated changes).

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ARTICLE 37 HOLIDAY PAY

(National Agreement of April 5, 1957, as revised by subsequent National Agreements, unless otherwise indicated)

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ARTICLE III - HOLIDAYS

(Taken from the UTU January 29, 1975 National Agreement)

Section 1

In 1976, Christmas Eve (the day before Christmas is observed) will be added to the list of paid holidays for employees receiving holiday pay. Details of the holiday provision will be agreed upon by the parties by July 1, 1975.

Section 2.

The National Carriers' Conference Committee, on behalf of the carriers party to this Agreement, may exercise a national option prior to January 1, 1976 to substitute Good Friday for the birthday holiday effective January 1, 1976, for the employees represented by the United Transportation Union.

SECTION A
REGULARLY ASSIGNED YARD SERVICE EMPLOYEES

(1) ***Each regularly assigned yard service employee, who meets the qualifications provided in Part (2) 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
Veteran's Day (effective 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 National will be considered the holiday.

(2) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays 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 workday immediately preceding the holiday, (2) the holiday, or (3) on the workday 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 workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under Part (2) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday 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 Part (2) 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 markup 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.

NOTE 4: (Frisco Agreement - Not National): A regularly assigned yardman who is displaced (in accordance with Article 32, Section B, Part 14) for "one day only" on a holiday by another yardman (as a result of a holiday annulment) may elect not to displace another yardman (or to go to the extra board) and will not thereby be disqualified for holiday pay as a "regularly assigned yardman", or for failure to protect his regular assignment on the holiday. He must, however, meet the other qualifying conditions contained in the Agreements, in order to be entitled to the holiday pay (8 hours pro rata).

A yardman whose regular assignment is annulled on a holiday, or who is displaced by another yardman as a result of a holiday annulment, may not displace a yardman on a regular assignment that is not going to work on the holiday. Additionally if he does not displace another yardman (or go to the extra board) for the holiday, he may not do so on his rest day(s) under the provisions of the Five-Day Work Week Agreement (Article 32, Section A, Part 7(c)).

NOTE 5: (Frisco Agreement - Not National): When a Local Chairman is required to lay off from his assignment to represent a yardman in an investigation which is held on either one or both of the qualifying days or the holiday, as referred to above, he will be considered as having qualified and will be allowed holiday pay (8 hours straight time), if otherwise qualified under above Section A(2) or Section B(1). The foregoing will not be applicable if request is made by yardman or Local Chairman for postponement of the investigation which then results in the investigation being held on one of the applicable qualifying days or holidays mentioned above. When a Local Chairman is required to lay off from his assignment on either one or both of the qualifying days or the holiday, as referred to above, in compliance with request from a proper Carrier representative in order to handle contractual matters under dispute on the property, he will be considered as having qualified and will be allowed holiday pay (8 hours straight time), if otherwise qualified under above Section A(2) or Section B(1).

(3) 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.

(4) (Seniority Boards - Not reproduced - Not applicable.)

(5) This Section A 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 A(2) above, each of the qualifying days of service provided in Part (2) of this Section A must be performed in yard service.

(6) 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 Part (1) of this Section A, unless the regularly assigned employee fails to qualify under Part (2) of this Section A, shall satisfy such guarantee. Nothing in this Section A 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 Part (1) of this Section A.

(7) That part of all rules, agreements, practices or understandings which requires 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.

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

(9) Nothing in this Section A shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 32, Section A (Five-Day Work Week - Agreement of May 25, 1951, as amended).

SECTION B EXTRA YARD SERVICE EMPLOYEES

(1) Each extra service employee, who meets the qualifications provided in Part (2) of this Section B 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
Veteran's Day (effective 1973)

Only one basic day's pay shall be paid for the holiday irrespective 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 National will be considered the holiday.

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

- (a) 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,
- (b) 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
- (c) If such employee cannot qualify under Section B(1), (a) or (b), 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 Part (1) of Section B provided (1) he meets the qualifications set forth in Part (2) of Section B on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in Part (2) of Section A 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 Part (1) of Section B.

NOTE 2: For the purpose of Section B, 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 basis and subject to yard rules and working conditions.

NOTE 5: (Frisco Agreement - not National): Local Chairman qualifying - See Note 5 under Section A(2).

(3) 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.

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

(5) Nothing in this Section B shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 32, Section A (Five-Day Work Week - Agreement of May 25, 1951, as amended).

SECTION C GENERAL PROVISIONS

(Applicable to both regularly assigned and extra yardmen)

(Excerpt from Article X - July 17, 1968 national Agreement)

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

(a) 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.

(b) 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.

(2) When one or more designated holidays falls 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. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(3) 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.

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ARTICLE 38

SECTION A VACATIONS

(National Vacation Agreement of April 29, 1949, as revised effective January 1, 1973.)

Section 1 (a) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as

provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying retirements for years accumulated, prior to the

effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) In dining car service, for service performed on and after July 1, 1949 - each 7-1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and four thousand (4000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered

compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c) (d) or (e) and (j) hereof.

(l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Section 2 Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation $1/52$ of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation $1/52$ of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section

1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service shall such be not less than five (5) minimum basic days' pay at the rate of the last service rendered.

Note: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the

respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949 - December 31, 1949.

Section 12 This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor act, as amended.

Section 13 This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

MEMORANDUM

(Chicago, Illinois, April 29, 1949)

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.

4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, runaround and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip 150 miles
 2nd trip 140 miles
 3rd trip 120 miles
 4th trip 150 miles
 5th trip 140 miles

 Total 700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short turnaround passenger service, makes a trip of 100 miles or less, on duty eight hours with a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short turnaround passenger service, makes a trip of 150 miles or less, on duty eight hours with a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short turnaround passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF SECTION 1 OF VACATION AGREEMENT. (January 18, 1956 National)

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

**SECTION B
IMPLEMENTING VACATION AGREEMENT**

It is agreed vacations with pay, insofar as the service will permit of releasing the men, will be granted in accordance with the following supplemental understanding:

- (1) Within ten (10) days of the date of bulletin to be issued to all employees affected, each employee will advise the date which he prefers for his vacation to begin, selecting three dates and indicating first, second and third choice, as there will probably be more than one application for each particular period and it may not be possible to permit all who request such period to have vacations at that time. Advice as to date vacation desired should be made to the Carrier Officer issuing the bulletin, with copy to the Local Chairman.
- (2) At the close of the ten-day period provided above, a representative of the Carrier and the Local Chairman will properly begin the assignment of vacations dates, after first determining the qualification of the employee, giving due regard, consistent with the requirements of the service, to the preference of the employee in his seniority order in the class of service in which engaged at the close of the ten-day period provided herein. Definite dates will be assigned for vacation to be taken.
- (3) The class of service to which the employee is assigned at the expiration of the ten-day period provided herein will determine the class of service for the purpose of assigning his vacation date, except a promoted brakeman who may happen to be working as an emergency conductor, and who is not on the conductors' extra board or assigned as conductor, will be considered a brakeman. This fact, however, will have no bearing whatever on what they will be paid for vacation assignments. If in different class of service at time vacation date arrives, there will be no change in the vacation date originally assigned.
- (4) Those who do not advise the vacation date desired will be arbitrarily assigned a vacation date. Likewise, those who indicate the vacation date desired, (first, second and third choice), and such vacation dates are assigned to senior employees, making it

impossible to assign them one of the dates desired, will be assigned an arbitrary vacation date.

(5) While vacations will be granted consistent with the requirements of the service, the fact that an employee is assigned a particular vacation date does not necessarily mean that he can be granted vacation at that particular time. If, however, he is not granted a vacation, he will be provided for in the Vacation Agreement.

(6) Vacation dates, once assigned will not be postponed, except (1) when the employee is away from the home terminal or lay-off point, in which event the starting date of his vacation will be postponed until the day following beginning of service prior to arrival at home terminal or lay-off point; (2) in meritorious cases where it can be done without interference with Carrier's service or assigned vacation periods of other employees and is agreed to by the proper Carrier Officer and the Local Chairman.

(7) The vacation days will be from 12:01 a.m., first day of vacation to 11:59 p.m., last day of vacation, subject to conditions set out in preceding paragraph.

NOTE: An employee is eligible for service that has an on-duty (reporting) time up to and including 12:00 Midnight of the day before the start of his vacation. At the conclusion of his vacation, he is eligible for call (if he properly reports) for service with an on-duty (reporting) time at or after 12:00 Midnight of the last vacation day.

(8) Vacation vacancies are to be filled the same as in case of men laying off, but will not be bulletined. Under rules permitting employees to bid in vacancies days off account vacation will not be counted, but days off preceding and following and continuous with time off account vacation will be counted.

(9) In order to schedule as many men as possible for vacations, it is understood there will be no claims submitted or recognized for other than the employees scheduled for vacation by reason of employees scheduled for vacation not released for that purpose.

(10) If time off on vacation and time off under mileage regulations are continuous, deadheading occasioned by regular men being off should not be paid for.

(11) Claim for vacation pay should be made on time slip provided for that purpose.

(12) An employee returning from vacation will report to proper authority for mark-up when ready to resume service in his turn. Regular men will be required to report, in advance, in accordance with Article 16, Section B. Extra man returning from vacation will be marked up on the board after he reports but not before 12:01 a.m. of the first day following the end of his vacation. An employee whose vacation is started will not return to work until vacation is completed except where he makes request prior to starting vacation under provisions of Section (7)(a) of the Vacation Agreement; or required to do so under provisions of Section 6 of the Vacation Agreement.

- (13) It is understood interpretations by Vacation Committees under previous vacation agreements will apply to the July 1, 1949 Agreement involving identical rules.
- (14) This agreement is effective July 1, 1949, and will be applicable until December 31, 1949 and thereafter for each succeeding year, but may be cancelled at the end of any year by proper request either by the Carrier or the Organizations signatory thereto filed 30 days prior to January 1 of the following year.

SECTION C SPLIT VACATIONS

1. Effective with the year 1965, employees who have qualified under the provisions of Section 1(c), (d), or (e) of the 1949 Vacation Agreement, as amended, for an annual vacation of three or more weeks with pay may take such vacation in two periods if the so desire, each portion of which must consist of one or more full weeks (i.e., no split weeks).
2. The length of the entire vacation will be no greater than the length of vacation the employee is entitled to at the time the first portion of the vacation is taken.

Example: An employee will complete twenty years continuous service on May 25th. If he starts the first portion of his vacation prior to May 25th he will only be entitled to three weeks vacation that year. If, on the other hand, he starts the first portion of his vacation after May 25th (and otherwise qualifies) he will be entitled to four weeks vacation that year.

3. Section 6 of the 1949 Vacation Agreement, amended, provides in part: "Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacation.

In applying the principles set forth in Section 6, consideration will first be given to only one period of the split vacation in assigning vacations. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees have been assigned one vacation period in accordance with the above quoted principle, the remaining split vacations will be assigned to available unassigned periods with due regard to employee in his seniority order consistent with requirements of the service.

4. Vacations will be scheduled in week increments Monday through Sunday so that vacations will be assigned for calendar week or weeks, but vacations must begin and end in the same calendar year. However, men with regular assigned rest and/or layover days will actually take their vacation commencing with the work day that follows the rest or layover day that is nearest to the Monday on which the vacation was scheduled to start.

5. In the application of Section 7(a) of the 1949 Vacation Agreement, as amended, in order to avoid loss of time by an employee at the end of his first period of a split vacation, the number of vacation days in the first vacation period at the request of the employee may be reduced and adjusted in the second vacation period, and then if necessary to avoid loss of time by the employee at the end of his second vacation period, the number of vacation days in the second vacation period at the request of the employee may be reduced and adjusted in the next year.
6. Where an employee has been permitted to take his vacation in two periods and he is paid therefor on the basis of minimum basic days in accordance with the Vacation Agreement, as amended, such payment will be at the rate of the last service rendered prior to the start of the first vacation period.
7. The Carrier will assume no additional expense in granting split vacations as a result of this agreement. No return deadhead from the first portion will be paid for nor will the going deadhead for the last portion be paid for on a split vacations.
8. This Agreement may be cancelled at the end of any year by proper request either by the Carrier or the Organization signatory hereto filed thirty days prior to January 1 of the following year.

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MEMORANDUM OF AGREEMENT

IT IS AGREED that the Memorandum of Agreement effective January 1, 1965, is revised to read as follows:

1. (a) Effective with the year 1976, employees who have qualified under the provisions of Section 1 (c) of the National Vacation Agreement, as amended, for an annual vacation of three weeks with pay may take such vacation in two periods if they so desire, each portion of which must consist of one or two weeks (i.e., there can be no split weeks).

(b) Effective with the year 1976, employees who have qualified under the provisions of Section 1 (d) or (e) of the National Vacation Agreement, as amended, for an annual vacation of four or five weeks with pay may take such vacation in as many as three periods if they so desire, each portion of which must consist of a multiple of weeks (i.e., there can be no split weeks).
2. The length of the entire vacation will be no greater than the length of vacation the employe is entitled to at the time the first portion (i.e., occurring first in the calendar year) of the vacation is taken.
3. Section 6 of the National Vacation Agreement, as amended, provides in part:

"Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacation."

In applying the principles set forth in Section 6, consideration will first be given to only one (primary) period of split vacations in assigning vacations. An employe requesting a split vacation will designate which period he desires to have considered first in accordance with the above. After all employes in the craft have been assigned one vacation period in accordance with the above quoted principle, the second portion of split vacations will be assigned to available unassigned periods with due regard to employe requests, his seniority order and the requirements of the Carrier's service. After all second portions of split vacations have been assigned, then the third portions of split vacations will be assigned on the same basis as the second portions.

4. Vacations will be scheduled in week increments Monday through Sunday so that vacations will be assigned for calendar week or weeks, but vacations must begin and end in the same calendar year. However, employes with regular assigned rest and/or layover days will actually take their vacation commencing with the first work day that follows the rest or layover day that is nearest to the Monday on which the vacation was scheduled to start.

5. In the application of Section 7(a) of the National Vacation Agreement (which applies only to employes in regularly assigned service), in order to avoid loss of time by an employe at the end of his first period of a split vacation, the number of vacation days in the first vacation period at the request of the employe may be reduced and adjusted in the second vacation period, and then if necessary to avoid loss of time by the employe at the end of his second vacation period, the number of vacation days in the second vacation period at the request of the employe may be reduced and adjusted in the next year.

6. Where an employe has been permitted to take his vacation in two or three periods and he is paid therefor on the basis of minimum basic days in accordance with the National Vacation Agreement, as amended, such payment will be at the rate of the last service rendered prior to the start of the first vacation period.

7. The Railway Company will assume no additional expense in granting split vacations as a result of this Agreement. When an employe is released for vacation, if it is necessary to deadhead other employes to protect his vacation vacancy, the relief employe(s) will be paid only for deadheading to the first portion and from the last portion of the split vacation of an employe.

8. Paragraph 6 of the Memorandum of Agreement on Application of Vacation Agreement effective July 1, 1949, which provides that no vacations shall be granted between December 15 and 31, both inclusive, is hereby cancelled.

9. This Agreement may be cancelled at the end of any year by proper request either by the Carrier or the Organization signatory hereto filed thirty days prior to January 1 of the following year.

Signed at Springfield, Missouri, and effective January 1, 1976.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(NEO District)

By: J. J. Ratcliff
Director Labor Relations

FOR: Train and Engine Service Employes
represented by UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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ARTICLE 39

SECTION A UNION SHOP AGREEMENT

(Effective March 1, 1953)

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Section A, and thereafter shall maintain membership in the Organization; except that such membership shall not be required to any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Section A shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

2. The requirements of membership provided for in Part 1 of this Section A shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in train, yard, engine or hostling service that is, in any of the services or capacities, covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National

Railroad Adjustment Board; provided, however, that nothing contained in this Section A shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

3. (a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Part 1 of this Section A so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service, to comply with the provisions of Parts 1 and 2 of this Section A.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Section A but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Section A.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in Paragraphs (a) and (b) of this Part 3, are not in service covered by such agreements, or leave such service will not be required to maintain membership as provided in Parts 1 and 2 of this Section A so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to take membership in one of the organizations specified in Parts 1 and 2 of this Section A.

4. Nothing in this Section A shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section A, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

5. (a) Each employee covered by the provisions of this Section A shall be considered by the Carrier to have met the requirements of this Section A unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Section A and who the Organization therefore claims is not entitled to continue in employment subject to the rules and working conditions agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Section A shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreement not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Section A and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Section A, his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Section A. Such appeals must be received by such officer within ten calendar days of the date of the

decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Section A, his seniority and employment under the rules and working conditions agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Part 5(c) below. Any request for selection of a neutral person as provided in Part 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Section A the Organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Section A or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(d) It is understood that if an employee produced evidence to an officer or duly authorized member of the General Committee of the Organization that he is a member in any one of the labor organizations as specified in Part 2 of this Section A that will satisfy this Section A and no notice will be served by the Organization to the Carrier to have employee removed from service. Employee will be required to produce such evidence on

demand of an officer or duly authorized member of the General Committee of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Section A.

(e) The time periods specified in this Part 5 may be extended in individual cases by written agreement between the Carrier and the Organization.

(f) Provisions of investigation and discipline rules contained in the rules and working conditions agreements between the Carrier and the Organization will not apply to cases arising under this Section A.

(g) The General Chairman of the Organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Section A. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Section A.

(h) In computing the time periods specified in this Section A, the date on which a notice is received or decision rendered shall not be counted.

6. Other provisions of this Section A to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this Part 6 for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Part 5, or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Part 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the agreement but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished or annulled. The above periods may be extended by agreement between the Carrier and the Organization involved.

7. An employee whose seniority and employment under the rules and working conditions agreements is terminated pursuant to the provisions of this Section A or whose employment is extended under Part 6 shall have no time or money claims by reasons thereof.

If the final determination under Part 5 of this Section A is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Section A shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Part 6, or

while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Section A or upon an alleged violation, misapplication or non-compliance with any provision of this Section A. If the final determination under Part 5 of this Section A is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Section A.

8. In the event that seniority and employment under the rules and working conditions agreements is terminated by the Carrier under the provisions of this Section A and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and same harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Section A.

9. This Section A shall not apply to employees who are subject to the provisions of agreement governing rates of pay, hours of service, and working conditions between the parties hereto, applicable to Dining Car Stewards and Assistant Dining Car Stewards.

10. An employee whose employment is terminated as a result of non-compliance with the provisions of this Section A shall be regarded as having terminated his employee relationship for vacation purposes.

UNDERSTANDING: It is agreed that in the application of the Union Shop Agreement effective March 1, 1953, in St. Louis, Missouri that any employee in service on the date of that agreement who is not a member of an organization as provided in Part 2 of the Union Shop Agreement and who will make affidavit he was a member of a bona fide and recognized religious group, on the date of that agreement, having scruples against joining an organization, will, if he would otherwise be required to join an organization under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to one of the organizations as specified in Part 2 of the Union Shop Agreement.

SECTION B DUES DEDUCTION

(Effective August 1, 1955)

(1) (a) Subject to the terms and conditions of this Section B, the Carrier shall periodically deduct and withhold from the wages of the employees subject to this Section B, who acquire and maintain membership in the Organization, amounts equal to the monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Organization and shall pay the amount so deducted and withheld to the designated Treasurer of the various local lodges of the Organization; provided, however, that this requirement shall not be effective with respect to any individual employee until the Carrier shall have been furnished with a written wage assignment authorization to the Organization of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to employees in train and yard service, whichever occurs sooner.

(b) Both the wage assignment authorization and the revocation of the wage assignment authorization forms shall be subject to approval by the Carrier.

(c) The Organization shall assume full responsibility for the procurement and execution of the wage assignment authorization revocation and for delivery of such forms to the Auditor-Disbursements of the Carrier.

(2) (a) The Treasurer of each lodge of the Organization shall furnish to the Auditor-Disbursements of the Carrier, not later than the first of each month, a certified statement in triplicate showing the name, the payroll account number, the division on which employed, and the gross amount of any assessment to be deducted from the wage of each member who has signed a wage assignment form and which form has been filed with the Carrier.

(b) The deductions will be made from the wages earned in train or yard service in the first pay period of the month only. Employee deduction authorizations must be in the office of Auditor-Disbursements of the Carrier not later than the first of the month in which deductions are to be made. The following payroll deductions will have priority over deductions in favor of the Organization, as provided for in this Section B:

(i) Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.

(ii) Amounts due the Carrier.

(iii) Amounts due in payment for meal books and amounts due on watch and board and lodging deduction orders.

(iv) Insurance and hospitalization premiums, other than insurance premiums referred to in this Section B.

(c) If the earnings of an employee are insufficient to remit the full amount of deduction for such employee, no deduction shall be made, and the same will not be accumulated and deducted in subsequent months.

(d) No deduction will be made from other than the regular payrolls.

(3) This Section B shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any Federal or State laws, and any wage assignment authorization given hereunder shall become void.

(4) In consideration of the services described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month 8¢ per member from whose wages a deduction is made in such month and will remit to the Treasurer of each local lodge of the Organization the balance due such local lodge of the Organization of the amount deducted from the wages of the members. The Carrier will make such remittance, furnish the Treasurer of each local lodge with a list of the employees from whom deductions were made, showing the amount of such deductions. One copy of this statement only to be furnished the Organization.

(5) Responsibility of Carrier under this Section B shall be limited to remitting to the Organization amounts actually deducted from wages of the employees pursuant to this Section B, and the Carrier shall not be responsible to any employee for making deduction specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned.

(6) Auditor-Disbursements of the Carrier shall be furnished a list showing all local lodges, name and address and title of Organization local lodge officer to whom deductions made pursuant to this agreement are to be forwarded. The Organization will also advise Auditor-Disbursements of the Carrier of any changes in names, addresses and titles of Organization officers to whom reductions are to be forwarded, such original list and advice of any changes to be in hands of Auditor-Disbursements of the Carrier on or before the first day of the month in which deductions are to be made.

(7) No part of this Section B or any other Agreement between the Carrier and the Organization shall be used either directly or indirectly as a basis for any grievance or claim by or on behalf of any employee predicated upon any violation of, or misapplication or non-compliance with, any part of this Section B.

(8) The Organization shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this Section B.

ARTICLE 40
SENIORITY - CONSOLIDATED

SECTION A
TWO OR MORE TERMINALS

(1) The following yardmen's seniority and districts are merged:

- (a) Enid-Arkansas City (effective in 1920)
- (b) Chafee-Cape Girardeau (effective 1/1/25)
- (c) Wichita-Neodesha (effective 8/15/39)
- (d) Thayer-Jonesboro (effective 10/17/39)
- (e) St. Louis-Newburg (effective 8/1/40)
- (f) Tulsa-Afton (effective 3/125/41)
- (g) Fort Smith-Muskogee-Fayetteville (effective 4/1/41)
- (h) Francis-Sherman (effective 4/16/50) - *Okmulgee
 - * (i) Monett-Joplin
 - * (j) Lawton-Oklahoma City

UNDERSTANDING: Special Agreements, agreed to interpretations and practices applicable to the consolidation of these yards will continue in full force and effect until changed or cancelled by mutual consent or in accordance with provisions of the Railway Labor Act, as amended. The understandings, interpretations and practices applicable to the first eight consolidations, except Okmulgee, are also applicable to the terminals listed as (i) and (j) and Okmulgee. Existing agreements concerning filling vacancies at Okmulgee and Lawton will remain in effect.

(2) At any of these yards, where a yardman's extra board is maintained, if that extra board is exhausted and there is a need for an extra yardman to fill a vacancy, an available cut-off man will be used: If no cut-off man is available, a regular assigned man will be used. At any of these yards where no extra board is maintained, an available cut-off man will be used but if none at that point, it will be proper to use a yardman from the extra board at the other yard(s) with which the yard was consolidated.

SECTION B

Hugo Yardmen seniority was consolidated with A&A Brakemen's District, effective October 26, 1946 and with the Arthur Subdivision Brakemen effective October 16, 1972 to form the Hugo Freight Seniority District. (Agreements Not Reproduced.)

SECTION C
CONSOLIDATED ROAD AND YARD SENIORITY

Seniority Rosters of Yardmen have been merged ("tail-ended") with Trainmen on adjoining road districts on the following territories:

Yardmen, Ft. Scott, Kansas with ...
Trainmen on Ash Grove Sub (effective 7/1/61)

Yardmen, Thayer, Missouri and Jonesboro, Arkansas with ...
Trainmen on Memphis Sub. (effective 10/31/61)

Yardmen, St. Louis, Missouri and Newburg, Missouri with ...
Trainmen on Rolla Sub (effective 7/1/62)

Yardmen, Enid and Arkansas City, Oklahoma with ...
Trainmen on Western Division (effective 9/1/62)

Yardmen, Springfield, Missouri with ...
Trainmen on Lebanon-Springfield Sub (effective 5/15/63)

Yardmen, Wichita and Neodesha, Kansas with ...
Trainmen on Wichita Sub (effective 5/6/64) and with ...
*Trainmen on Burrton Sub

Yardmen, Kansas City with ...
Trainmen on Kansas City Sub (effective 5/6/64)

*Yardmen, Pensacola with ...
Trainmen on Pensacola Sub

*Yardmen, Amory with ...
Trainmen on Columbus Sub

*Yardmen, Birmingham with ...
Trainmen on Birmingham Sub

*Yardmen, Fort Worth with ...
Trainmen on Fort Worth Sub

*Yardmen, Sherman, Francis and Okmulgee, Oklahoma with ...
Trainmen on Sherman and Creek Subs

*Yardmen, Tulsa with
Trainmen on Cherokee Sub

*Yardmen, Lawton and Oklahoma City, Oklahoma with ...
Trainmen on Oklahoma and Chickasha Subs

*Yardmen, Fort Smith, Muskogee and Fayetteville with ...
Trainmen on Fort Smith Sub

*Yardmen, Monett and Joplin, Missouri with ...
Trainmen on the Carthage Sub

#*Yardmen Memphis with ...
Trainmen on Tupelo Sub

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

The Memorandum of Agreement signed July 18, 1972, and effective August 1, 1972, in connection with Article X of the National Agreement of January 27, 1972, agreeing to consolidate the existing agreements concerning merging yardmen's seniority at certain terminals as well as the consolidation or merger of road and yard seniority districts, is amended by the following addition to Section C:

Yardmen, Chaffee and Cape Girardeau with...
Trainmen on St. Louis and Chaffee Subs (effective the date this
agreement is signed)

Signed at Springfield, Missouri, this 7th day of May, 1975.

For: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director of Labor Relations

For: UNITED TRANSPORTATION UNION - TRAINMEN

By: J. W. Reynolds
General Chairman

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#NOTE: The provisions of Paragraphs (5), concerning filling brakemen's vacancies with yardmen (when brakemen's extra board is exhausted), and yardmen's vacancies with brakemen (when yardmen's extra board is exhausted), will not be applicable on these seniority districts unless and until the brakemen and yardmen on this consolidated district have their extra boards at the same time.

The following agreement is applicable on the above mentioned territories

- (1) The names of all trainmen, in the order in which they stand in road service, have been added to the Yardmen's Seniority Roster preserving prior rights in road service and with their yard seniority to date from the date otherwise provided herein.

NOTE: This means that the names of trainmen will be added to seniority roster of yardmen with seniority dated as of the date otherwise provided herein; that no seniority dates will be retroactive beyond that effective date.

- (2) The names of all yardmen, in the order in which they stand in yard service, have been added to the Trainmen's Seniority Roster, preserving prior rights in yard service and with their road seniority to date from the date otherwise provided herein.

NOTE: This means that the names of yardmen will be added to seniority roster of trainmen with seniority date as otherwise provided herein; that no seniority dates will be retroactive beyond that effective date.

- (3) Employees entering service after the specified effective date for their district shall hold rights in both road and yard service.
- (4) There shall be no additional expense to the Carrier for deadheading or otherwise, as a result of this agreement, this to include trips made learning the road or yard when necessary. This protection against "additional expense" does not cancel or supersede existing agreements in regard to automobile mileage or deadhead allowances in the protection of vacancies at certain points.

- (5) Separate extra boards will be maintained for trainmen and yardmen, in accordance with Section 5 of Article 3 of the BRT National Agreement dated May 25, 1951 reading:

"On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the NOTE following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights."

In the event the yardmen's extra board becomes exhausted, the provisions of Paragraph 10 of Article 32, Section B of the Yardmen's Agreement, reading as follows:

"When the extra board is exhausted, present practices in effect for making up extra crews or filling vacancies are not changed. Instructions of December 18, 1946, dealing with this subject are quoted:

'A sufficient number of yardmen shall be employed to protect the regular and extra work. Arrangements for the protection of extra work of yardmen and/or use of roadmen in yards may be made by local officers and Local Chairman.

'Yardmen, when available, will be used to protect all yard work in preference to roadmen. In determining the yardmen available, they shall be taken, in the following order - (1) Extra man or men; (2) Senior man or men cut off account reduction in force who have made themselves available for service by notifying the local officers in writing with copy to Local Chairman; (3) Senior regular man or men who have signified desire to protect extra work.

'Yardmen will be considered available if they can protect the service for which required without exceeding hours of service provided in Hours of Service Law.'

will become applicable and in the event no yardmen are available thereunder, then the brakemen first out on brakemen's extra board will be called for the yard service and be paid regular rates applicable to the service performed. Upon completion of each shift in yard service, this brakeman who has performed yard service will be returned to the extra board and be marked at the bottom of the board, it being understood that any prior road service prior to the time of his call for the yard assignment will not require payment of overtime rate for the assignment filled in yard service.

In the event the road brakemen's extra board and emergency board is exhausted and likewise the source of supply of moving up men on freight crews in line with Article 13, Section A of the Trainmen's Agreement, which reads as follows:

"When the extra board is exhausted and it is necessary to fill a vacancy or vacancies in either pool or regular assigned service, it is agreed that the vacancy or vacancies will be filled in the following manner:

"(1) Use senior furloughed available brakemen who have signified their desire in writing to protect emergency work. If none,

"(2) Move up the junior available brakeman on the next out pool crew following the vacancy. If unable to contact junior brakeman or if more than one vacancy exists then call the other brakeman on that same next out pool crew following the vacancy (or brakemen in reverse seniority order on crews where three brakemen are assigned). Then follow same procedure for all succeeding pool crews.

"(3) If the vacancy is still unfilled then call, in reverse seniority order (junior man first), brakemen in regular assigned service who are available at the home terminal."

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Omission in printed Yardmen's Agreement (Art. 40, Sec C)

"Does not provide sufficient men to perform the road service, man first out on yardmen's extra board will be called for such road service, and upon completion of the day or return to the home terminal, whichever is the later, will be marked at the foot of the yardmen's extra board at the time tied up from completion of the road service, it being understood that this yard employe who has been used in road service cannot use the road service in combination with the subsequent yard assignment to provide for payment of overtime rate on the yard assignment."

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(6) (a) Should a regular assigned yardman or a regular assigned brakeman be bumped or otherwise be entitled to exercise his seniority, he may bump a junior man in either craft.

Additionally, he is permitted to bump onto the brakemen's extra board or onto the yardmen's extra board if he cannot hold a yard job. When an employee does place himself on the yard extra board no one is cut off at that time, the excess man or men remain on the board until the next adjustment (Monday morning), or until adjustment is made in accordance with Article 16, Section A(2). Should a man bump onto the brakemen's extra board, no one is automatically cut off, but if the Local Chairman decides that there are too many men on the brakemen's extra board, he could make a reduction in accordance with the established procedure.

(b) When it is necessary to increase the brakemen's extra board, furloughed employees will be recalled to the extra board and be marked up thereon as soon as they report. A bulletin will be posted (on the same day), giving yardmen the opportunity to exercise their brakemen's seniority. This bulletin will be in accordance with Article 15 of the Trainmen's Agreement. Senior yardman making application will be assigned.

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MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 40, Section C(6)(b) of the Yardmen's Schedule revised effective January 1, 1973, is revised by the addition of the following NOTE:

NOTE: See Article 16, Section A(2)(g) effective April 1, 1980, concerning the Callers' office maintaining a list which will permit employes assigned in road service to be added to the Yardmen's Extra Board when it is increased.

Signed at Springfield, Missouri, this 4th day of February, 1980, and effective March 1, 1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(Except AT&N District)

By: J. L. Russell
Director of Labor Relations

FOR: Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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(c) When a man changes from one craft to the other by a voluntary exercise of seniority (i.e., bids or bumps), he will be required to remain in that craft for 30 days or until his seniority in that craft is exhausted, whichever occurs first. In other words, if a man assigned as a yardman bids or bumps onto the brakemen's extra board, he may not bid or bump back onto a yard job, or the yard extra board, for 30 days except if he is reduced from the brakemen's extra board and can hold no other job as brakeman.

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3016-11

(Letter of Agreement with General Chairman Reynolds Dated August 7, 1972, containing an understanding with the Application of Article 40, Section C, Paragraph (f)(3), which reads:)

Dear Mr. Reynolds:

With reference to the Memorandum of Agreement effective August 1, 1972, combining road and yard seniority districts.

This will confirm our agreement August 3, 1972, that the prohibition contained in Section C, Paragraph (f)(3) of this Agreement; that a man cannot return to road service for 30 days after bumping from road to yard, does not apply when furloughed (no job he could hold) in road service and had been forced to bump in yard service in order to work, provided that he returns to road service at the very first opportunity, and same will apply to a similar movement from yard to road service.

If you agree that the above is correct, please sign the duplicate copy of this letter and return to me.

AGREED TO:

Yours very truly,

J. W. Reynolds
General Chairman, UTU-T

J. J. Ratcliff

September 23, 1976

3002-17
3016-11-1

Mr. J. W. Reynolds
General Chairman
United Transportation Union
227 East Sunshine, Room 101
Springfield, Missouri 65807

Dear Mr. Reynolds:

Yesterday we discussed the following situation at St. Louis.

A Conductor was cut off the Conductors' Extra Board at St. Louis. There were three junior Conductors assigned to outlying jobs on this seniority district. One of them was forced assigned at Cuba, and the other two had bid in Chrysler Road Switcher jobs at Valley Park. When this Conductor was released from the Conductors' Extra Board, he could not exercise his seniority as a Brakeman because one of the three junior assigned Conductors had been forced assigned. He could have, of course, bumped any one of the three junior Conductors. Note the specific requirements contained in Appendix Item 7, Paragraph (b), of the Trainmen's Agreement and, also, the provisions of Appendix Item 38 of the Conductors' Schedule. This Conductor, however, also has Yardmen's seniority rights in accordance with Article 40, Section C, of the Yardmen's Schedule. This Conductor wanted to exercise his seniority as a Yardman in preference to bumping as a Conductor as is stipulated in the two rules specified.

We agreed that when a regular assigned Conductor is entitled to a bump or has been released from the extra list, as in the instant case, he can exercise his seniority as a Yardman in accordance with the specific provisions of Article 40, Section C, of the Yardmen's Schedule.

If you agree the above correctly sets forth our understanding, please confirm by signing the duplicate copy of this letter and returning it to me.

AGREED TO:

Yours very truly,

J. W. Reynolds
General Chairman

J. J. Ratcliff

3016-11-1

MEMORANDUM OF AGREEMENT

IT IS AGREED:

Article 24, Section F(5)(c) and the 3 Understandings listed thereunder of the Conductors' and Brakemen's Schedule revised effective December 15, 1978, and Article 40, Section C(6)(c) of the Yardmen's Schedule revised effective January 1, 1973, and all Agreements and Understandings pertaining thereto, including Letters of Agreement dated August 7, 1972 and May 1, 1975 and memorandum of Agreement effective June 11, 1975, are hereby canceled.

Signed at Springfield, Missouri, this 4th day of February, 1980, and effective March 1, 1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(Except AT&N District)

By: J. L. Russell
Director of Labor Relations

FOR: Conductors, Brakemen and Yardmen
represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

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(7) All rules and provisions of the Yardmen and Trainmen Schedules contrary or conflicting with the above merger are superseded by the provisions of this agreement, with the understanding that the line of demarcation as contained in the two respective contracts shall be maintained.

In accordance with Memorandum of Agreement dated April 21, 1972, on the territories newly added to this agreement which are prefixed by asterisk, any new hires establishing seniority after 12:01 A.M., April 22, 1972, shall have their names added to the consolidated roster and have only one seniority date on the newly consolidated seniority roster.

ARTICLE 41
ELECTRIC LANTERNS

(National Agreement April 18, 1941)

- (a) The railroads will permit the use of white electric hand lantern by trainmen and yardmen.
- (b) Trainmen and yardmen will be furnished electric hand lantern by the particular railroad on which employed depositing with that railroad the actual cost thereof, not exceeding \$2.00 each.
- (c) Deposits for lanterns secured from the railroads may be made by trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
- (d) When a trainman or yardman leaves the service, either voluntarily, by discharge or by death, or those retaining employee's relationship but not in active service, the lantern may be returned to the railroad, whereupon the amount of deposit made when the lantern was issued, not exceeding amount of \$2.00 shall be refunded to him or his estate or heirs.
- (e) Replacement of lanterns will be made by the railroad without cost to the employee under the following conditions:
- (1) When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
 - (2) When stolen while employee is on duty without neglect on part of employee.
 - (3) When destroyed in the performance of duty.
- (f) Employees will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.
- (g) The electric lantern, bulbs, and batteries must be of a standard prescribed by the railroad, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
- (h) Trainmen and yardmen who, prior to the effective date of this agreement, have provided themselves with electric lanterns and have used them in the service of the railroad may continue to use them, if they so desire, until they are worn out, provided

such lantern is of a satisfactory type and contains two serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern.

(i) After the effective date of this agreement, each trainman or yardman must provide himself with an electric white lantern, meeting the specifications set out in Paragraph (g).

(j) Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employees.

(k) The railroads will continue to use oil burning lanterns with red globes for flagging, but will continue their efforts to have developed an electric red lantern that will be satisfactory for such service, and if and when one is developed the party of the first part will then enter into further negotiations with the party of the second part representing trainmen and yardmen with respect to its adoption of flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainmen and yardmen.

(l) The Brotherhood of Railroad Trainmen agrees to withdraw Case No. 3666, now pending before the Interstate Commerce Commission, and accepts this agreement as a final and complete disposition of the use of electric lanterns subject to the provisions of Paragraph (k). (UTU is successor to BRT)

(m) All agreements, with respect to the use of electric lanterns by trainmen and yardmen, now in effect and which have heretofore been entered into between any railroad or railroads signatory hereto and the representatives of the Brotherhood of Railroad Trainmen are hereby cancelled. (UTU is successor to BRT)

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ARTICLE 42

FACILITIES IN PERMANENT YARDS

Yardmen in permanent yards will be provided with wash and locker rooms, equipped with heat, light, hot and cold water where possible, wash stands, and a sufficient number of lockers built therein for the purpose of keeping clothes, extra equipment and supplies. It will contain cooler supplied with ice and will be kept in a sanitary condition.

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ARTICLE 43

SECTION A

CABOOSES

Cabooses properly supplied and equipped will be furnished yardmen on runs of five miles or more in one direction.

SECTION B EQUIPMENT ON ENGINES

- (a) All engines assigned to switching service shall be equipped with head lights, foot boards, and proper grab irons at both ends, also cooler for water, suitable box to carry lunch and rain clothes; water and ice to be placed on engine by the Carrier.
- (b) Any engine temporarily assigned to switching service shall be so equipped at the first opportunity, if such engine is to be discontinued in that service more than one shift the use of unequipped engines shall not be prolonged by the substitution of one engine for another. This provision, however, shall not apply to engines exclusively used in transfer service.

SECTION C DRINKING WATER

The "flow through" drinking water cooler constitutes a satisfactory dispenser insofar as the requirements of existing agreement rules and understandings.

The Carrier agrees to install this type cooler, as expediently as possible on all road and yard engines ("A" Units) and cabooses. It further agrees that Ozarka water or comparable bottled water in disposable container and ice, will be furnished.

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ARTICLE 44 EXPENSES AWAY FROM HOME

(Taken from Article XI of the January 27, 1972 National Agreement)

- (a) Effective on the date of this Agreement, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:
- (1) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
 - (2) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

(b) Effective 15 days after the date of this Agreement the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

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ARTICLE 45 VIOLATION OF LAWS

Should it be required by the Carrier that yardmen violate the law or laws, such instructions will be given in writing by the proper officer of the Carrier.

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ARTICLE 46 EMERGENCY DEFINED

The meaning of the term "emergency" as applied in the foregoing Articles, refers to wrecks, washouts, fires, loading or unloading trains of stock.

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ARTICLE 47 APPROVAL OF APPLICATIONS

Yardmen filing application for employment will be notified of rejection or acceptance of such application within 60 days after the date they first perform service and establish a yardman's seniority date. If not notified within 60 days, application will stand as accepted.

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ARTICLE 48 FURNISHING COPIES OF AGREEMENT

The proper officers of the Carrier will be furnished sufficient copies of this schedule to supply the men now in service. Yardmen now in service will be furnished one copy.

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ARTICLE 49
EFFECTIVE DATE AND DURATION

The above rules and regulations covering wages and working conditions of yardmen shall not be varied from or changed unless agreed to by the Director of Labor Relations and the Chairman of General Committee or as otherwise provided by the Railway Labor Act, as amended. Any existing agreements, agreed understandings, or interpretations which are not included herein and have not been modified, superseded, or cancelled by the rules of this Agreement and are not in conflict therewith will remain in effect.

This revised Agreement signed at Springfield, Missouri October 28, 1972 and effective January 1, 1973.

For: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(Except AT&N and NEO Districts)

By: (s) J. J. Ratcliff
Director of Labor Relations

For: UNITED TRANSPORTATION UNION

By: (s) J. W. Reynolds
Chairman, General Committee of Adjustment

By: (s) G. E. Cash
Vice Chairman, General Committee of Adjustment

By: (s) K. L. Carnes
Secretary, General Committee of Adjustment

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MEMORANDUM OF UNDERSTANDING

IT IS AGREED:

We reaffirm that existing understandings of all current Rules and Working Conditions Agreements between the parties signatory hereto have been and will continue to be applied as follows:

- (1) All collective bargaining agreements relating to rules, rates of pay and working conditions of employees represented by the Organization signatory hereto will be applied in compliance with State and Federal laws without regard to race, religion, color, creed, national origin or sex.

(2) The use of such words as "he," "his" and "him," as they appear in such agreements, are not intended to restrict the application of the agreements or a particular rule to a particular sex but are used solely for the purposes of grammatical convenience and clarity.

Signed at Springfield, Missouri, and effective this 7th day of November, 1975.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
(NEO District)

By: J. J. Ratcliff
Director of Labor Relations

FOR: NEO District Employees represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

MEMORANDUM OF AGREEMENT

IT IS AGREED:

1. Road Conductors or Yard Foremen shall be allowed an additional \$4.00 for each full (entire) day or shift on which they have a "student" Brakeman or "student" Switchman assigned to work with their crew and under their supervision. This allowance shall not be subject to future wage increases and shall be in full payment of the duties contemplated by this Agreement.
2. Road Conductors and Yard Foremen to whom such students are assigned, will instruct these students in the duties of Brakemen and Switchmen and the proper manner of performing such duties. Such Conductors and Foremen will properly complete the required evaluation reports on the progress and ability of such students.
3. The performance of Brakeman or Switchman duties by these students, when they are working under the supervision of a Conductor or Foreman shall not constitute an Agreement violation.
4. This Agreement constitutes full and complete settlement of the Organization's "Section 6" notice dated November 25, 1974 (including "Attachments A and B" thereto) and, additionally, supersedes the Agreement effective July 1, 1973, which established a similar \$1.00 allowance for Yard Foremen.

Signed at Springfield, Missouri, this 14th day of April, 1977, and effective May 1, 1977.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. J. Ratcliff
Director Labor Relations

FOR: Conductors, Brakemen and Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

MEDIATION AGREEMENT

NMB Case A-9018

In settlement of differences as set forth in application for mediation as described in Docket Case A-9018 of the National Mediation Board and under the provisions of the Railway Labor Act, amended, it is mutually agreed that the questions so submitted by the said Organization to the said Carrier shall be and are hereby disposed of by the following agreement:

Employees represented by the Organization signatory hereto shall meet the following standard for being "suitably shod";

Footwear must have a substantial sole of sufficient thickness to resist puncture, a definite heel-instep notch with substantial leather (or leather substitute) upper portion.

The Carrier will not unilaterally, of its own volition, change the foregoing standard insofar as employes represented by the Organization signatory hereto.

This Agreement shall be considered to be a separate agreement between the Carrier and each of the General Committees signatory hereto.

Signed at Springfield, Missouri and effective February 7, 1974.

For: ST. LOUIS-SAN FRANCISCO RAILWAY CO
(including NEO District)

By: J. J. Ratcliff
Director of Labor Relations

For: Conductors, Trainmen and Yardmen represented by
UNITED TRANSPORTATION UNION

By: J. W. Reynolds
General Chairman

For: Firemen (Helpers) represented by
UNITED TRANSPORTATION UNION

By: W. L. Stephenson
General Chairman

For: Train and Enginemen of NEO District represented by
UNITED TRANSPORTATION UNION

By: H. F. Giger
General Chairman

APPROVED:

WITNESS:

E. A. Thompson, Jr.
United Transportation Union
Vice President

Arthur J. Glover
Mediator
National Mediation Board