

Art. 4  
Sec. 2  
and  
Art. 3  
Sec. 2  
Combined

ARTICLE 10 - YARD FIREMAN & HOSTLING SERVICE

Section A - Basic Day

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

Section B - Overtime - Daily

(1) - Regular Employees.

Art. 3  
Sec. 3  
Modified

(a) 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 eight 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 according to the class of locomotive. This rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis. Additionally, that part of this rule reading "according to class of locomotive" does not apply to Hostlers and Outside Hostler Helpers.

*JOR-1-3*

MODIFIED

*W.B.*

(b) (Article 3, Section 5 of the May 23, 1952 National Agreement) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief <sup>employees</sup> ~~men~~, except that work performed by regular assigned relief <sup>employees</sup> ~~men~~ on their regular relief assignments shall be paid for at the straight-time rate.

(2) - Extra Employees

(Section 9 of the August 11, 1948 National Agreement)

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 (2), the following shall govern:

Corrected 12/17/75  
12/19/75 *aw*

(Article 10, Section B Cont'd)

(a) This Section B (2) applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) 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 Section B (2), shall not apply to employes paid road rates, but governed by yard rules.)

MODIFIED

(c) Where an ~~Extra man~~<sup>Fireman</sup> 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 (2), shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

MODIFIED

(d) An ~~Extra man~~<sup>Fireman</sup> changing to a regular assignment or a regularly assigned ~~man~~<sup>Fireman</sup> reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

MODIFIED

(e) Except as modified by other provisions of this Section B (2), an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another ~~man~~<sup>Fireman</sup> available to perform the work at pro rata rate.

Note 1: (Seniority Boards - Not Reproduced)

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

Note 3: (Not Reproduced)

JAR  
WKS

Section C - Weekly Overtime

(1) - Regular Employees.

(Article 3, Section 5 of the May 23,  
1952 National Agreement)

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

(a) As provided in Section 4 (a) and (b) of Article 11, Part A;

(b) When changing off where it is the practice to work alternately days and nights for certain periods;

(c) When working through two shifts to change off;

(d) Where exercising seniority rights from one assignment to another;

(e) 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 is paid to an employe 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 Paragraph (1).

Added  
Reference

Note: See Article 11, Part A, Section 9 (d) containing an exception to this Section C (1) when <sup>on a</sup> ~~an~~ <sup>firmen</sup> ~~then~~ goes to a regular assignment.

(2) - Extra Employes.

(Article 3, Section 6 of the May 23, 1952  
National Agreement.)

(a) Existing rules which relate to the payment of daily overtime for extra employes and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of eleven straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

Note: It is recognized that the Carrier is entitled to have an extra employe work eleven straight-time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of Section B (2) of this Article. <sup>Firmen</sup>

MODIFIED

*[Handwritten initials]*

MODIFIED

eleven straight-time shifts in yard and hostling service in a semi-monthly period will, unless otherwise agreed to upon the individual property, remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other ~~Extra Men~~ <sup>Firemen</sup> are available who can work in such service at the straight-time rate.

(b) In the event an additional day's pay is paid to an extra employe for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the eleven straight-time shifts referred to in Paragraph (2) (a), above.

Added Reference

(c) The principles outlined in Section D and E of this Article shall be applicable to extra employes in the application of this Section C (2).

Added Reference

Note: See Article 11, Part A, Section 9 (c) containing an exception to this Section C (2) when a regular ~~employe~~ <sup>employe</sup> goes to the extra board.

Section D - No Overtime on Overtime  
(Article 3, Sections 5 (c) and 6 (c) of the May 23, 1952 National Agreement, applicable to regular and extra employes)

There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in Paragraph (1) of Section C, be utilized in computing the five straight-time eight-hour shifts referred to in such Paragraph (1) of 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. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this Section.

Added Reference

Note: See Section C (2) (c) above.

Section E - No Yard Overtime Because of Road Service  
(Article 3, Sections 5 (d) and 6 (c) of the May 23, 1952 National Agreement, applicable to regular and extra employes)

No tour of duty in road service, or service under two agreements, shall be utilized in computations leading to

Corrected 12/19/75  11/75 

(Article 10, Section E Cont'd)

overtime, or in determining the number of work days, under the provisions indicated as being taken from Article 3 of the May 23, 1952 National Agreement.

Added  
Reference

Note: See Section C (2) (c) above.

Section F - Yard and Hostling Assignments

M/A  
(Sec. 10)  
12/16/58  
Modified

(1) Regular assignments in yard, hostler and outside hostler helper service, or combinations thereof, that are discontinued (abolished) must remain off three days or more before being re-established but this does not apply when the purpose is to accomplish a change in starting time, starting place or rest days.

M/A  
(Sec. 9)  
12/16/58  
Modified

(2) When ~~Extra men~~ <sup>Firemen</sup> are worked for more than three consecutive days on the same shift on (1) extra yard assignments; (2) Extra Outside Hostler assignments; (3) Extra Inside Hostler assignments, or (4) Extra Outside Hostler Helper assignments, but not combinations thereof, it will be bulletined as a new job and, if a Firemen's Extra Board is being maintained, will be manned while under bulletin. It is understood that this does not abrogate the Carrier's right to discontinue (abolish) an assignment.

M/A  
eff.  
12/20/58

(3)(a) Regular assignments in yard, hostler and outside hostler helper service, or combination thereof, may be annulled for one day on a holiday or a Sunday, but not both within the same work week.

Modified

(b) ~~A Fireman~~ <sup>An employe</sup> whose assignment is annulled on a holiday will not be permitted to bump. However, when the assignment of a regular ~~man~~ <sup>employe</sup> is annulled for one day on a Sunday (or he has been displaced for one day by ~~another~~ <sup>an employe</sup> whose assignment was annulled) and if 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 (or for which he has been displaced) as follows:

Added  
Here

(i) If there is a blanked Yard Fireman assignment at his point (terminal) of assignment which he could work and still be rested for his next assigned shift, he must place on such an assignment instead of displacing another ~~Fireman~~ <sup>employe</sup>.

MODIFIED

(ii) If unable to place himself on a blanked assignment, and there is a junior ~~man~~ <sup>employe</sup> in yard, hostling or outside helper service that he can displace for the one shift, he will thus exercise his seniority in lieu of reverting to the extra board (providing an extra board is being maintained) for the one day.

Note: The above provision contemplates that the (annulled or displaced) <sup>employee</sup> must bump a junior <sup>employee</sup> (whose assignment is going to work the day) at his point (terminal) of assignment. If there is no such junior regular <sup>employee</sup> at his point of assignment, only then may he request to be marked up on the extra board, but only if one is being maintained. The displaced <sup>employee</sup> may displace a junior <sup>employee</sup> at other than his point of assignment if he chooses, but he is not required to do so.

MODIFIED

Modified

(iii) If he is eligible for the extra board (when an extra board is being maintained) 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 for yard, hostling and outside helper service in preference to extra ~~men~~ <sup>employees</sup>.

MODIFIED

(c) In the event two or more such regular <sup>employees</sup> revert to the extra board the same day under the provisions of this Paragraph (3), 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.

(d) The first shift that the employe works after displacing another employe or reverting to the extra board under the provisions of this Paragraph (3), and the first shift thereafter on his regular assignment, will be at pro rata rate.

(e) An employe marking up on the extra board under the provisions of this Paragraph (3) will be allowed to work only one shift from the extra board.

Modified

(f) There will be no deadhead pay allowed in connection with the application of this Paragraph (3), except the Carrier will pay for deadheading actually performed as a result of being called from the extra board to protect vacancies when a regular Extra Fireman would have received deadhead pay.

Section G - Rest Day Work

M/A eff.  
2/1/58  
Modified

(1) Employees who are regularly assigned in yard and hostling service may request, in writing to the proper Carrier Officer, that they be used on their rest days on vacancies in hostling service for which they are qualified.

802 W.B.3

(Article 10, Section G Cont'd)

L/A

5/17/61

(2) When a Fireman, Hostler or Hostler Helper who has a rest day work request in effect, becomes ineligible for such rest day work because of no longer holding a five-day week assignment (i. e., he becomes assigned to the Firemen's extra board, to a road Fireman assignment, or to the Engineer's working list) his standing request is automatically cancelled simultaneously with the loss of eligibility for such rest day work. Then, if the Fireman should subsequently regain eligibility for such rest day work by becoming regularly assigned to a five-day week assignment, and if he still desires such rest day work, he must submit a new written request to be used on his rest days.

(3) Rest day or days, as used in this Section G, commences when the employe is rested after completion of work on the last assigned shift or tour of duty, and ceases eight hours before his next assigned shift or tour of duty.

Example:

Under-  
standing  
10/59  
Revised

There is a Hostling vacancy at 7:30 AM on Thursday, and there is no Extra Fireman available to protect the vacancy. A Fireman who is regularly assigned to a 3:30 PM yard job, with Thursday through Monday as a work week, would be considered available for this vacancy under the provisions of this Paragraph (3). This Fireman would not have been on his rest day or available for any vacancy which commenced at 7:31 AM or thereafter.

Art. 3  
Sec. 5  
5/23/52 Agt.

(4) Firemen used in accordance with this Section G will be allowed penalty rate of pay if entitled to it under the provisions of Sections C (1), D and E of this Article.

Modified

(5) When Firemen, Hostlers or Hostler Helpers are used to perform service on their assigned rest days and such service results in their not being off duty 8 hours or more before time to return to service at the established starting time of their regular assignment, they will lose the day without compensation therefor.