

ARTICLE 32

SECTION A

FIVE-DAY WORK WEEK

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

Appendix 1
(Article 3)

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

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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 as 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, and have different points for going on and off duty within 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 estab-

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lished 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 of 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 agree-

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ments 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,

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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 assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority.

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(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 thereunder 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.)

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(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 38 A, 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 day, 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 con-

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An employee on a regular or regular 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 and 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

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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)

REVISED
Appendix 2
M/U 3/17/52

(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 off days will be arranged as provided in Part 4 of Section A.

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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 $22\frac{1}{2}$ 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.

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(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 foreman 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 date 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 though second tour of duty commences within less than 24 hours from beginning of tour of duty on preceding shift. The $22\frac{1}{2}$ -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.

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(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

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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.

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(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 a 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.)

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(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 employe from the extra board will be at pro rata rate.

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(f) When the employe 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 a 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 $22\frac{1}{2}$ 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 1 of this with the understanding that his turn on the extra board entitles him to such second shift.

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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.

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(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 off day to accomplish the intent of this understanding.

(22) The provisions of Article 32, Section A, Part 14, which read 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).)