

ARTICLE 37

HOLIDAY PAY

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

Section A - Regularly Assigned Yard Service
Employees

(1) * * * Each regularly assigned yard service employe, 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
Veterans Day (effective 1973)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

Article 37 (Cont'd)

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

Natl. Agr. as revised
November 30, 1960,
July 17, 1968 and
January 27, 1972

(2) To qualify, a regularly assigned employe must be available for or perform service as a regularly assigned employe on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned yard service employe whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employe 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 employe'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 employe 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 employe whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employe 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 mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employeer 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.

M/U effective 11/19/71
MODIFIED

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)).

Frisco-UTU M/A
October 10, 1958
MODIFIED

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

Article 37 (Cont'd)

Natl. Agr. as revised
June 25, 1964 and
July 17, 1968

(3) Yard service employes who work on any of the eight 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.

Natl. Agr. Article IV
April 5, 1957

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

Natl. Agr. as revised
November 30, 1960

(5) This Section A applies only to regularly assigned yard service employes 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.

Natl. Agr.
April 5, 1957

(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 employe 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.

Natl. Agr.
April 5, 1957
As revised July 17, 1968

(7) That part of all rules, agreements, practices or understandings which require 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 eight holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employes provided by this Section, will apply.

Natl. Agr.
April 5, 1957

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

Natl. Agr.
April 5, 1957

(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 Sec. A (Five-Day Work Week-Agreement of May 25, 1951, as amended).

Article 37 (Cont'd)

SECTION B

EXTRA YARD SERVICE EMPLOYEES

Natl. Agr.
November 30, 1960
As revised July 17, 1968

(1) Each extra yard service employe, 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
- Employe's Birthday
- Veterans 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 Nation shall be considered the holiday.

Natl. Agre.
November 30, 1960

(2) To qualify, an extra yard service employe 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 employe cannot qualify under Section B (1), (a) or (b), then in order to qualify he must be available for yard service

Article 37 (Cont'd)

on the full calendar days immediately preceding and immediately following and 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 employe whose service status changes from an extra yard service employe to a regularly assigned yard service employe 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 employe 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 employe, provided further, that a regularly assigned yard service employe who voluntarily changes his service status to an extra yard service employe 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 employe 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 employe" shall include an extra employe on a common extra list protecting both road and yard service, except that an employe, 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.

Article 37 (Cont'd)

Frisco-UTU
M/A October 10, 1958
MODIFIED

Natl. Agr.
June 25, 1964

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

(d) For purposes of this Section B the work week for extra yard service employes shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employes who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

Natl. Agr.
Revised June 25, 1964
Revised July 17, 1968

(3) Yard service employes who work on any of the eight 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.

Natl. Agr.
November 30, 1960

(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.

Natl. Agr.
November 30, 1960

(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)

Article 37 (Cont'd)

(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 employe 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 employe 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 employe's birthday falls on one of the seven 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 fall during the vacation period of the employe, 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 Employe's Birthday.