

ARTICLE 40

SENIORITY - CONSOLIDATED

SECTION A

TWO OR MORE TERMINALS

Appendix 10  
as revised by  
M/A 8/1/72

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

- (1) Enid - Arkansas City (effective in 1920)
- (2) Chaffee - Cape Girardeau (effective 1/1/25)
- (3) Wichita - Neodesha (effective 8/15/39)
- (4) Thayer - Jonesboro (effective 10/17/39)
- (5) St. Louis - Newburg (effective 8/1/40)
- (6) Tulsa - Afton (effective 3/15/41)
- (7) Fort Smith-Muskogee-Fayetteville  
(effective 4/1/41)
- (8) Francis - Sherman (effective 4/16/50) -  
\*Okmulgee
- \* (9) Monett - Joplin
- \* (10) 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,

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as amended. The understandings, interpretations and practices applicable to the first eight consolidations, except Okmulgee, are also applicable to the terminals listed as (9) and (10) and Okmulgee. Existing agreements concerning filling vacancies at Okmulgee and Lawton will remain in effect.

(b) At any of these yards, where a yardman's extra board is maintained, if that extra board is exhausted and there is 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 Sub-division Brakemen effective October 16, 1972 to form the Hugo Freight Seniority District. (Agreements Not Reproduced.)

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SECTION C

CONSOLIDATED ROAD AND YARD  
SENIORITY

As revised by  
M/A 8/1/72

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-Arkansas City Yards with....  
Trainmen on Western Division (effective 9/1/62)
- Yardmen, Springfield, Missouri with....  
Trainmen on Lebanon-Springfield Sub (effective 5/15/63)
- Yardmen, Wichita-Neodesha 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-Okmulgee with....  
Trainmen on Sherman and Creek Subs
- \*Yardmen, Tulsa with....  
Trainmen on Cherokee Sub
- \*Yardmen, Lawton and Oklahoma City with...  
Trainmen on Oklahoma and Chickasha Subs

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\*Yardmen, Fort Smith, Muskogee and Fayetteville  
with....

Trainmen on Fort Smith Sub

\*Yardmen, Monett and Joplin with....

Trainmen on the Carthage Sub

The following agreement is applicable on the  
above-mentioned territories.

(a) The names of all trainmen, in the order  
in which they stand in road service, have been  
added to the Yardmen's Seniority Roster preserv-  
ing 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.

(b) 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.

(c) Employes entering service after the  
specified effective date for their district shall  
hold rights in both road and yard service.

(d) There shall be no additional expense to  
the company 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 allow-  
ances in the protection of vacancies at certain  
points.

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(e) 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. '"

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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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(f) (1) 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 on to the brakemen's extra board or on to the yardmen's extra board if he cannot hold a yard job. When an employe 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 procedures.

(2) When it is necessary to increase the brakemen's extra board, furloughed employes 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.

(3) 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.

(g) 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.

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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 district.