

ARTICLE 7

ASSIGNMENTS

Article 7 (a)  
MODIFIED

(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.

REVISED  
Article 7  
Section (d)  
See Also Sec (c) (1) here

(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.

Article 7  
Section (b)

(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.

M/A "E"  
August 7, 1967

(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.

Article 7 (Cont'd)

(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.

REVISED  
Article 7  
Section (d)  
See also Sec (a) (2) here

REVISED  
M/A 3-15-59  
Art. 13 A(7) (a) (b)

Article 7 (Cont'd)

REVISED  
M/A 3-15-59

(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.

M/A 3-15-59

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

Art. 37 Sec. 1 (Note 3)  
MofU 11/19/71

(5) Regularly assigned yardmen whose assignment is annulled, or who are displaced (bumped) by a yardman whose assignment is annulled, for a holiday, not required to displace (bump) - See Article 37 Section I(b) Note 4.

REVISED  
Article 13 A(7) (c)  
MODIFIED

(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.

REVISED  
Interpretation 8/29/60  
of Article 7 (d)

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.

Article 7 (c)  
MODIFIED

(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).



ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY  
3253 East Trafficway — Springfield, Mo. 65802 — (417) 862-2722

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B. J. MASON, Asst. Director of Labor Relations

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,

April 6, 1976

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 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 May 16. This places 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).

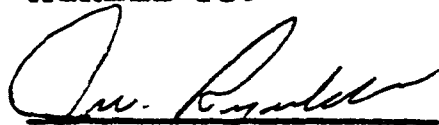
We also agreed that I would pay the above mentioned claimants four days without prejudice in full and final settlement of Award No. 250 of Special Board of Adjustment No. 574.

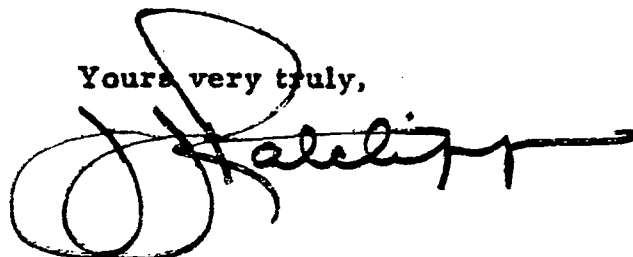
Additionally, we discussed the claims that were involved in my file B-3801, your file L-303. In that particular case there were three jobs at Springfield that you had claimed should have been bulletined under the Agreement, and we had agreed to hold those claims in abeyance and discuss them after Award 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,

AGREED TO:

  
General Chairman





FINDING:

At Hugo, Oklahoma, there is one regular yard crew assigned between the hours of 1:00 p.m. and 9:00 p.m. Extra crews were started:

April 12	9:00 p.m.
April 13	10:30 p.m.
April 14	11:30 p.m.
April 15	9:00 p.m.
April 16	9:00 p.m.

Claimants, extra board men, argue that on April 15th (the fourth day) pursuant to Article 7 (d) of the schedule, the assignment should have been bulletined and the assignment made April 19th, thus coordinating with the claim dates. Article 7 (d) reads:

Article 7 (d) of the UTU Yardmen's Schedule provides:

"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)."

The assignment worked three consecutive days on the same shift and should have been bulletined in accord with the rule. The 2 1/2 hour difference in starting time would be within the same shift for purposes of rule interpretation.

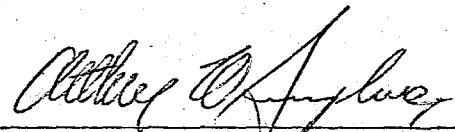
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Due to the rules on this property and the various factors involved, the claims are remanded to the parties for settlement. If agreement is not

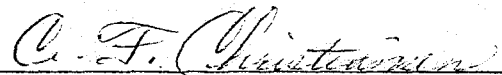
reached by the parties, the Board will reconsider the claims.

AWARD: CLAIMS DISPOSED OF AS PER FINDING.

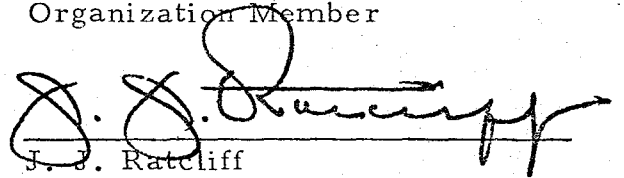
ORDER: This award is ordered effective forthwith.



Judge Arthur W. Sempliner  
Chairman and Neutral



C. F. Christiansen  
Organization Member




J. J. Ratcliff  
Carrier Member

DATED: March 11, 1976

Springfield, Missouri



Springfield - April 12, 1976

 B-2910

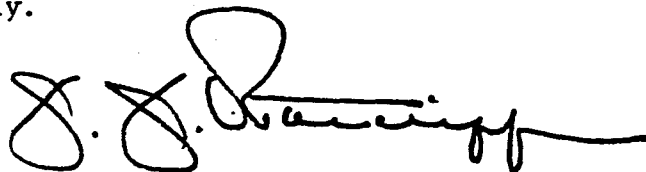
Messrs. Lane	Vaden
Wait	Lovelady
Buchanan	White
Brower	Akins
Fuller	May
Lutzenberger	Wallace

With my letter of March 18, 1976, I forwarded you a copy of Award No. 250 of Special Board of Adjustment No. 574, which involves the application of Article 7(d) of the Yardmen's Schedule.

That Award remanded the claims back to the parties for settlement and provided that if agreement was not reached by the parties, the Board would reconsider the claims. There have been previous Board Awards where the Organization has been successful in collecting continuous claims of this nature based upon the so-called "job preference" principle.

I am attaching a copy of a Letter of Agreement made April 6, 1976, which disposed of these claims. Your attention is particularly called to the fact that we have now agreed that the proper claimants would be the senior men on the extra list during the period the assignment would have been bulletined and the senior men submitting claims after the bulletining period. There should be no reason that we should be placed in the position of defending continuing claims concerning situations of this nature, as the Organization has agreed that they cannot backdate time slips, and they have also agreed that once the Superintendent bulletins an assignment, the claim liability ceases. It should be noted that this bulletin may be canceled as soon as it is issued. Therefore, should you receive any claims of this nature, regardless of the circumstances involved, it would be wise to bulletin the assignment and then, if the job is not needed, cancel the bulletin.

Please be governed accordingly.



Att.

cc-Messrs. Bitner  
Deckard  
Davidson  
Rorie  
Cowles  
Lamkin