

A G R E E M E N T

This Agreement made this 25th day of June, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America.

IT IS HEREBY AGREED:

ARTICLE I - PAID HOLIDAYS:

Section 1 -

Holiday provisions currently applicable to regularly assigned and extra yard ground service employees (conductors (foremen), brakemen (helpers), switchtenders and car retarder operators) are unchanged, except in the following respects:

(a) Add the following provision to be applicable to the qualifying conditions for extra yard service employees:

For purposes of this Agreement, the work week for extra yard service employees 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 preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees 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.

(b) Substitute the following provision in lieu of existing rules governing payment for service rendered on the seven specified paid holidays:

Yard service employees who work on any of the seven 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.

Section 2 -

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

(a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are con-

fined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned work day of the work week of the individual employee:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

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

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

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof 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.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee 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 service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section 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 paragraph (a) hereof.

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

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

Section 3 -

The following provisions shall apply to extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine exercise of seniority to a particular yard or yards:

(a) Extra engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro-rata rate on any of the following holidays:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

if any of the above-designated holidays falls on a work day of the work week as defined in paragraph (c) hereof.

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.

(b) To qualify, an extra yard service employee must -

- (1) 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,
- (2) 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,
- (3) if such employee cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service 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.

NOTE: For the purpose of Section 3(b) (1), (2) and (3), an extra yard service employee 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 within that yard in accordance with rules and practices on the carrier.

(c) For purposes of this Section 3, the work week for extra yard service employees 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 preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees 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.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein 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.

(e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: 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.