

M E D I A T I O N A G R E E M E N T

This Agreement made this 30th day of November, 1960, by and between the participating carriers listed in Exhibits A, B and C attached to and made a part of Mediation Agreement Case No. A-6114 dated June 22, 1960 and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Railroad Trainmen through their conference committee.

IT IS HEREBY AGREED:

ARTICLE I - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES

Sections 2(b), 2(e) and 3 of Article IV - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES - of the Agreement of April 5, 1957 are amended, effective December 1, 1960, to read as follows:

Section 2 - Regularly Assigned Yard Service Employees

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service 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 yard 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 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 employee who qualifies for holiday pay under paragraph (b) 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 employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), 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 employee 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.

(e) This Section 2 applies only to regularly assigned yard service employees 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 2(b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service.

Section 3 - Extra Yard Service Employees

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets 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 enumerated holidays:

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 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 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 employee 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 yard service employee and (2) he meets the qualifications set forth in paragraph (b) 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 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: - For the purpose of Section 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 in accordance with rules and practices on the carrier.

NOTE 3: - The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, 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.

(c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 3 for qualifying employees shall be in addition thereto.

(d) 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.

(e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.