

APPENDIX J – FIVE-DAY WORK WEEK

FIVE-DAY WORK WEEK AGREEMENTS

OMAHA

**AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
ARTICLE VII
FIVE-DAY WEEK ASSIGNMENTS FOR YARD ENGINEERS**

"Where, with substantial regularity, there are only five days of work per week for a particular assignment, the carrier will bulletin or otherwise establish such assignment for five days per week, and thereafter the Yard Engineers filling such assignment, either the regularly assigned Engineer, or an Extra Engineer, will be paid the five-day week yard rates for service performed on the five days included in such assignment. Service on shifts or on days not included in the assignment will be paid for on the basis and at the rate applicable to the service performed. Rules guaranteeing more than five days per week on yard assignments are hereby modified on carriers where this rule is adopted so as to conform to the principles of this Article VII. Nothing in this Article VII shall be construed to create a guarantee, or to change or modify rules or practices dealing with the carrier's right to annul assignments. Except as specifically provided herein, none of the provisions of Article 3 (Six-Day Work Week) of the Interim Agreement, or Article 3 (Five-Day Work Week) of Agreement 'A', of May 23, 1952, as amended, are affected hereby.

"Any Brotherhood of Locomotive Engineers' General Committee, party to this Agreement, shall have the option of adopting the foregoing rule for the territory covered by the schedule agreement upon serving a sixty day notice to the employing carrier.

"Existing rules, agreements, understandings and practices covering the exercise of seniority rights and the filling of vacancies are not affected by this rule."

Under date of August 20, 1965, the General Chairman of the Brotherhood of Locomotive Engineers served notice on this Carrier to adopt the foregoing Article VII - "Five-Day Week Assignments for Yard Engineers" - of said Mediation Agreement applicable at Omaha, Nebraska.

The sixty day notice requirement of Article VII shall be and is hereby waived by the Carrier and Article VII of the National Agreement dated July 18, 1957 will be placed in effect on October 15, 1965.

IT IS AGREED:

- (1) Assignments meeting the specified criteria - "Where with substantial regularity there are only five (5) days of work per week for a particular assignment" - will be advertised in accordance with that part of Rule 102 of the Agreement between the Union Pacific Railroad Company, Eastern District, and Brotherhood of Locomotive Engineers, effective May 1, 1954, (hereinafter referred to as the "Agreement") reading as follows:

- (a) Runs will be promptly bulletined for period of 4 days (96 hours), computed from 12 o'clock noon on date bulletin is posted at home terminal, as soon as created or become vacant and at the end of the bulletin period the senior Engineer signing the bulletin will be assigned. Bulletins will be posted at designated tie-up points on the seniority district.
 - (b) When a run has been bulletined for four days and no applications are made therefore, the junior Extra Engineer of the district will be assigned, and in case there is more than one forced job, the senior man involved will have his choice.
- (2) When service is required on the sixth and/or seventh day of a five-day assignment the regularly assigned Engineer will be given preference, providing he has filed with the engine dispatcher a written notice of desire to be used. The regularly assigned Engineer will be notified as soon as it is known by the engine dispatcher that the assignment will work on the sixth and/or seventh day.
 - (3) If a holiday occurs on one of the five days of the regular five-day assignment, and the assignment is temporarily discontinued on that day, it will, notwithstanding, be considered a five-day assignment, and will be paid the five-day yard rate for the four days worked.
 - (4) Should a regular five-day assignment be changed to a regular six or seven day assignment, the above Article VII will not be applicable to that particular assignment.
 - (5) When yard service is required on shifts or days not included in regular five-day assignment or when rules of the Agreement provide for yard rates of pay to road Engineers, the rates will be those applicable to Yard Engineers on six and seven day assignments.
 - (6) Appropriate arrangements will be made locally between the Division Superintendent and the Local Committee in placing this Agreement into effect.

Dated this 24th day of September, 1965 at Omaha, Nebraska.

FOR THE EMPLOYEES:

**FOR UNION PACIFIC
RAILROAD COMPANY:**

/s/ E.G. BECKER
General Chairman, BofLE

/s/ N.T. DeLONG
Asst. to Vice President-Labor Relations

October 22, 1984
E-013-22-65-17

Mr. E. G. Becker
General Chairman, BLE
228 Keeline Building
319 So. 17th St. Omaha, NE 68102

Dear Sir:

This refers to our recent conference concerning the adoption of the five-day work week agreement for Omaha dated September 24, 1965 to be applicable to Council Bluffs.

Paragraph four of the September 24, 1965 Agreement states as follows:

"Under date of August 20, 1965 the General Chairman of the Brotherhood of Locomotive Engineers served notice on this Carrier to adopt the foregoing Article VII - 'Five-Day Week Assignments for Yard Engineers' - of said Mediation Agreement applicable at Omaha, Nebraska."

It is agreed *"and Council Bluffs, Iowa"* will be added to the end of the above-quoted paragraph, which is effective immediately.

Yours truly,

/s/ R. D. Meredith
R. D. MEREDITH
Director – Labor Relations/ED
Union Pacific Railroad Co.

AGREED:

/s/ E. G. Becker
General Chairman, BLE

COUNCIL BLUFFS - 04-29-1997

MEMORANDUM OF AGREEMENT
#1305019796
between the
UNION PACIFIC RAILROAD COMPANY
for the territory
EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
FIVE (5) DAY YARD ASSIGNMENTS -
OMAHA/COUNCIL BLUFFS CONSOLIDATED YARD

In conjunction with the "five-day week assignments for Yard Engineers" agreement of September 24, 1965, the UP/MP Merger Implementing Agreement of August 3, 1983, the letter of agreement "E-013-22-&5-17" of October 22, 1984, and the UP/CNW Interpretation Award Agreement of June 3, 1996, the parties signatory hereto agree to convert all existing regularly assigned yard assignments in the Omaha/Council Bluffs Consolidated Yard to five (5) day assignments. The provisions to establish this change follow:

1. Effective May 1, 1997, all existing yard assignments in the Omaha/Council Bluffs Consolidated Yard will be readvertised as new five (5) day assignments under the existing bulletin and assignment rules. The new assignments will become effective at 12:01 a.m. May 12, 1997, and all existing assignments on that same date will be discontinued at the completion of the assigned shift.
2. As the result of the discontinuance of the existing yard assignments, Engineers will not be permitted to displace on the new assignments. Therefore, all interested applicants for the new assignments must apply for such as set forth in Item 1 above.
3. Engineers will not be permitted to work their new assignment without at least eight (9) hours of rest and will be compensated for the first day of service on the new assignment at the straight time rate.
4. Engineers receiving protection payments as the result of previous merger and/or interdivisional agreements will have such protection adjusted to the extent such employees will not receive additional protection payments as the result of occupying a five (5) day yard assignment.
5. It is understood and agreed this Memorandum of Agreement is made without prejudice to either party's position and will not be cited as a precedent in any future like situations.

Signed this 29th day April, 1997.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ Michael Young
M.A. YOUNG
GENERAL CHAIRMAN BLE

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

/s/ L.A. Lambert
L A. LAMBERT
GENERAL DIRECTOR
- LABOR RELATIONS

FIRST DISTRICT GRAND ISLAND, NE.

January 15, 2003
MOA#1201020396
(2510.35)

Mr. M.A. Young
General Chairman BLE
1620 Central Ave, Suite 203
Cheyenne, WY. 82001

Re: Five-Day Work Week Grand Island, Ne., First District

Dear Sir:

This refers to our recent conference concerning the adoption of the May 23, 1952 National Five-Day Work Week agreement as applied for Omaha/Council Bluffs First District Engineers dated September 24, 1965 and October 22, 1984 to be applicable at Grand Island, Nebraska.

It Is Agreed:

1. Existing regularly assigned yard assignments at Grand Island will be converted to five (5) day assignments as provided by the agreements noted above and pursuant to the provisions of Article 3 - Five-Day Work Week National Agreement of May 23, 1952 as follows.
2. Effective January 28, 2003, existing yard assignments at Grand Island will be re-advertised as new five (5) day assignments under existing bulletin and assignment rules. The new assignments will become effective at 12:01 am. January 31, 2003, and all existing assignments on the same date will be discontinued at the completion of the assigned shift.
3. As a result of the discontinuance of the existing yard assignments, Engineers will not be permitted to displace on the new assignments. Therefore, all interested applicants of the new assignments must apply for such as set forth in Section 2 above.
4. Engineers will not be permitted to work their new assignment without at least eight (8) or ten (10) hours rest as required by the Federal Hours Of Service Act and will be compensated for the first day of service on the new assignment at the straight time rate.

Signed this 15th day of January, 2003.

**For The Brotherhood Of
Locomotive Engineers**

/s/ Michael Young
M.A. Young
General Chairman BLE

**For The Union Pacific
Railroad Company**

/s/ F. A. Tamisiea
F.A. Tamisiea
Director — Labor Relations

THIRD SENIORITY DISTRICT – NORTH PLATTE

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)

THIRD SENIORITY DISTRICT

NORTH PLATTE

EFFECTIVE JULY 1, 1976:

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1 Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Third Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2 On or before July 1, 1976, the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3 A work week of five basic days will be established for all Engineers in yard service in the North Platte Yard, Third Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4 Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Appendix J

Five-Day Work Week – Third District

RELIEF ASSIGNMENTS

Section 5 Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6 Effective July 1, 1976, the daily rates of pay for yard service on the Third Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES - EXTRA AND REGULAR ASSIGNMENTS

Section 7

- a. Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service shall be protected from the Engineer extra board.
- b. When no Engineers are available from the protecting extra board, vacancies in yard service will be filled by the senior available regular Yard Engineer on his rest day or days, with written application on file.

LOST TIME - REST DAYS

Section 8

- a. A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight-time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies.
- b. Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week will not be permitted to make up such lost time under the provisions of this Section 8.
- c. Engineers will not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- d. The making up of lost shifts under the provisions of this Section 8 will be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- e. When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.

ASSIGNMENT ANNULLED

Section 9

- a. Except as provided by paragraph (e) of this section, a regularly assigned Yard

Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies, provided request is made prior to calling time of such vacancies.

When two or more Engineers stand for service under the provisions of this section, seniority will prevail.

When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment. Engineers so displaced may similarly displace junior Engineers holding yard assignments.

- (b) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, will be effective only for the day on which such assignment is annulled. Affected Engineers will subsequently return to their respective regular yard assignments.
- (c) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (d) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b), and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10 Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11

- a. Existing rules and practices, including those relating to the establishment of regular assignments in yard service, will be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- b. Nothing in this agreement will change or alter any existing rules or practices with respect to the BLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12 Except as otherwise provided herein, all provisions of Agreement "A" Article 3

(Five-Day Work Week) of the National Agreement of May 23, 1952, will apply in the implementation and administration of the five-day work week on the Third Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13 This agreement will be effective July 1, 1976, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 28th day of May, 1976.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**

/s/ E.G. BECKER
General Chairman

**FOR THE
UNION PACIFIC
RAILROAD COMPANY**

/s/ J.H. KENNY
Director of Labor Relations

FOURTH SENIORITY DISTRICT - CHEYENNE

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
FOURTH SENIORITY DISTRICT
CHEYENNE**

EFFECTIVE JULY 1, 1980:

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Fourth Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before July 1, 1980 the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days will be established for all Engineers in yard service in the Cheyenne yard, Fourth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive

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Five-Day Work Week – Fourth District

designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective July 1, 1980, the daily rates of pay for yard service on the Fourth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES - EXTRA AND REGULAR ASSIGNMENTS

Section 7.

- (a) Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service shall be protected from the Engineer extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled by the senior available regular Yard Engineer on his rest day or days, with written application on file.

LOST TIME - REST DAYS

Section 8.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight-time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week will not be permitted to make up such lost time under the provisions of this Section 8.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- (d) The making up of lost shifts under the provisions of this Section 8 will be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.

ASSIGNMENT ANNULLED

Section 9.

- (a) Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this

section, seniority will prevail.

- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment. Engineers so displaced may similarly displace junior Engineers holding yard assignments.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, will be effective only for the day on which such assignment is annulled. Affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b), and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, will be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this agreement will change or alter any existing rules or practices with respect to the BLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 will apply in the implementation and administration of the five-day work week on the Fourth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13. This agreement will be effective July 1, 1980, subject to modification or change as

provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Section 14. Co-effective with this agreement the Agreement dated and effective December 27, 1975 covering establishment of a five-day week assignment at Cheyenne is cancelled.

Dated at Omaha, Nebraska this 29th day of June, 1980.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

/s/ E.G. BECKER
General Chairman, BLE

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

/s/ J.E. Trummer
Director of Labor Relations

FIFTH SENIORITY DISTRICT - LARAMIE

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
FIFTH SENIORITY DISTRICT
LARAMIE**

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Fifth Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before June 16, 1975 the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days will be established for all Engineers in yard service in the Laramie Yard, Fifth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective June 16, 1975, the daily rates of pay for yard service on the Fifth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES - EXTRA AND REGULAR ENGINEERS

Section 7. Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service shall be protected in the following order:

- (a) From the Engineers' extra board at Laramie.
- (b) When no Engineers are available from the protecting extra board, the provisions of the Agreement dated May 27, 1975 entitled "Engineers' Extra Board – Laramie" are superseded to the extent that vacancies in yard service shall be filled by the senior available regular Yard Engineer on his rest day or days, having an assignment on the same shift, with written application on file.
- (c) When no one is available under paragraphs (a) and (b) above, vacancies shall be filled under the provisions of Section 2 of the Agreement dated May 27, 1975 entitled "Engineers' Extra Board – Laramie".

LOST TIME – REST DAYS

Section 8.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week shall, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers shall be called ahead of Extra Engineers for vacancies occurring on their same shift.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 8.
- (c) Engineers shall not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- (d) The making up of lost shifts under the provisions of this Section 8 shall be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.

ASSIGNMENT ANNULLED

Section 9.

- (a) Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled shall stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, shall be effective only for the day on which such assignment is annulled, and further, shall be restricted to vacancies or assignments on the same shift in the same yard, and affected Engineers shall subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday shall lay in with his assignment, and the provisions of paragraphs (a), (b), and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor shall such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Fifth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13. This agreement shall be effective June 16, 1975, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska this 2nd day of June, 1975.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E.G. BECKER
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ J.H. KENNY
Director of Labor Relations

SIXTH SENIORITY DISTRICT - RAWLINS – ROCK SPRINGS – GREEN RIVER

**AGREEMENT
between**

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
SIXTH SENIORITY DISTRICT
RAWLINS – ROCK SPRINGS – GREEN RIVER**

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Sixth Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before June 16, 1971, the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days will be established for all Engineers in yard service in yards on the Sixth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective June 16, 1971, the daily rates of pay for yard service on the Sixth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service - Rock Springs

Section 7. When the day or days off of a yard assignment at Rock Springs are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not a part of any regular assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Rest Day Service

Section 8.

- (a) Vacancies in yard service will be protected in the following manner:

First: The senior available regular Engineer on his rest day or days with written application on file who has worked less than five straight-time eight-hour shifts in his work week. Regular Engineers so used shall be paid at the straight time rate for service performed on their rest day or days.

Second: The senior available regular Engineer on his rest day or days with written application on file who has completed five straight-time eight-hour shifts in his work week.

Third: The first-out Extra Engineer.

- (b) A regular Engineer with written application on file who fails to be available on a rest day will thereafter be ineligible for yard service on a rest day in that work week if other Engineers are available.
- (c) The term "senior available regular Engineer" as used herein shall mean an Engineer with not less than 8 hours to work who can be used without interference to his regular assignment.

RULES CHANGED

Section 9. Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.

NATIONAL AGREEMENT APPLIES

Section 10. Except as otherwise provided herein, all provisions of Agreement "A" Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Sixth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 11. This agreement shall be effective June 16, 1971, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska this 17th day of May, 1971.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

/s/ E.G. BECKER
General Chairman

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

/s/ J. H. KENNY
Director of Labor Relations

NINTH SENIORITY DISTRICT - SALINA

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
9TH SENIORITY DISTRICT
SALINA**

Establishment of Five-Day Work Week

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the 9th Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

Rebulletining of Yard Assignments

Section 2. On or before December 27, 1979 the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

Work Week Defined

Section 3. A work week of five basic days shall be established for all Engineers in yard service in yards on the 9th Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Consist of Work Week - Days Off

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" -Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Relief Assignments

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Five-Day Yard Rate

Section 6. Effective November 1, 1979, the daily rates of pay for yard service on the 9th Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service - Ellis - Junction City

Section 7. When the day or days off of a yard assignment at Ellis or Junction City are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not part of any regular relief assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Extra and Regular Engineers

Section 8.

- (a) Except as otherwise provided by Section 9 and 10 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled in the following manner:
 - (1) By the senior available regular Yard Engineer on his rest day or days, having as assignment on the same shift, with written application on file.
 - (2) By the senior available regular Yard Engineer with written application on file who has sufficient time under the Hours of Service Act to work the vacancy. An Engineer used under this provision who is rendered ineligible for his own assignment may make up such lost time as provided by Section 9 hereof.

Lost Time - Rest Days

Section 9.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies occurring on their same shift.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 9.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 9 in excess of the number of shifts lost during such work week, except as provided by Section 8.

- (d) The making up of lost shifts under the provisions of this Section 9 shall be confined to the rest days of the work week in which such lost shifts occurs; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.

Assignment Annulled

Section 10.

- (a) Except as provided by paragraph (e) of this Section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this Section, shall be effective only for the day on which such assignment is annulled and, further, shall be restricted to vacancies or assignments on the same shift and in the same yard, and affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this Section shall be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this Section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 9 above.

Failure to be Available

Section 11. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 8 or 9 above who refuse or fail to be available when called for such service will thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 8 or 9 in any subsequent work week until a new application has been filed.

Rules Changed

Section 12.

- (a) Existing rules and practices, including those relating to the establishment of regular

assignments to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.

- (b) Nothing in this Agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

National Agreement Applies

Section 13. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Ninth Seniority District.

Effective Date – Modifications

Section 14. This Agreement shall be effective January 1, 1980, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 9th day of October, 1979.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

/s/ E.G. BECKER
General Chairman, BLE

FOR THE UNION PACIFIC RAILROAD

/s/ J.E. TRUMMER
Director of Labor Relations

TWELTH SENIORITY DISTRICT - GREEN RIVER

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
12TH SENIORITY DISTRICT
GREEN RIVER**

ESTABLISHMENT OF FIVE DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the 12th Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before October 1, 1982, the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days shall be established for all Engineers in yard service in the yard, 12th Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK – DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective October 1, 1982, the daily rates of pay for yard service on the 12th Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES – EXTRA AND REGULAR ENGINEERS

Section 7.

- (a) Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled by the senior available regular Yard Engineer on his rest day or days, with written application on file.

LOST TIME – REST DAYS

Section 8.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 8.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- (d) The making up of lost shifts under the provisions of this Section 8 will be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this section, seniority will prevail.

ASSIGNMENT ANNULLED

Section 9.

- (a) Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies, provided request is made prior to

calling time of such vacancies. When two or more Engineers stand for service under the provisions of this section, seniority will prevail.

- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment. Engineers so displaced may similarly displace junior Engineers holding yard assignments.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, shall be effective only for the day on which such assignment is annulled. Affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, will be changed or eliminated to conform to the provisions of Agreement "A" – Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this agreement will change or alter any existing rules or practices with respect to the BLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five Day Work Week) of the National Agreement of May 23, 1952 will apply in the implementation and administration of the five-day work week on the Twelfth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13. This Agreement will be effective October 1, 1982, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 16th day of September, 1982.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E.G. Becker
General Chairman, BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ J.E. Trummer
Director of Labor Relations

FOURTEENTH SENIORITY DISTRICT - DENVER-STERLING

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
FOURTEENTH SENIORITY DISTRICT
DENVER-STERLING**

Establishment of Five-Day Work Week

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the Fourteenth Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

Rebulletining of Yard Assignments

Section 2. On or before March 1, 1972 the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

Work Week Defined

Section 3. A work week of five basic days shall be established for all Engineers in yard service in yards on the Fourteenth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Consist of Work Week - Days Off

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" -Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Relief Assignments

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Five-Day Yard Rate

Section 6. Effective March 1, 1972, the daily rates of pay for yard service on the Fourteenth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service – Sterling

Section 7. When the day or days off of a yard assignment at Sterling are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not part of any regular relief assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Extra and Regular Engineers

Section 8.

- (a) Except as otherwise provided by Section 9 and 10 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled in the following manner:
 - (1) By the senior available regular Yard Engineer on his rest day or days, ~~having an assignment on the same shift,~~ with written application on file.
 - (2) By the senior available regular Yard Engineer with ~~written~~ application on file who has sufficient time under the Hours of Service Act to work the vacancy. An Engineer used under this provision who is rendered ineligible for his own assignment may make up such lost time as provided by Section 9 hereof.

Lost Time - Rest Days

Section 9.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon ~~written~~ application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies ~~occurring on their same shift.~~
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 9.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 9 in excess of the number of shifts lost during such work week, except as

provided by Section 8.

- (d) The making up of lost shifts under the provisions of this Section 9 shall be confined to the rest days of the work week in which such lost shifts occurs; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.

Assignment Annulled

Section 10.

- (a) Except as provided by paragraph (e) of this Section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this Section, shall be effective only for the day on which such assignment is annulled, and further, shall be restricted to vacancies or assignments on the same shift and in the same yard, and affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this Section shall be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this Section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 9 above.

Failure to be Available

Section 11. Regularly assigned Yard Engineers with ~~written~~ application on file to be used on their rest days under the provisions of Sections 8 or 9 above who refuse or fail to be available when called for such service will thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 8 or 9 in any subsequent work week until a new application has been filed.

(Strikethrough – See Agrmt. 5-12-82)

Rules Changed

Section 12.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" – Article 3 (Five-day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this Agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

National Agreement Applies

Section 13. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Fourteenth Seniority District.

Effective Date – Modifications

Section 14. This Agreement shall be effective March 1, 1972, subject to modification or change as provided in the. Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 10th day of February, 1972.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

**FOR THE UNION PACIFIC
RAILROAD CO.:**

/s/ E.G. Becker
General Chairman

/s/ J.H. Kenny
Director of Labor Relations

SEVENTEENTH-EIGHTEENTH SENIORITY DISTRICT - MARYSVILLE-HASTINGS

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
SEVENTEENTH-EIGHTEENTH SENIORITY DISTRICT
MARYSVILLE-HASTINGS**

Establishment of Five-Day Work Week

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the Seventeenth-Eighteenth Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

Rebulletining of Yard Assignments

Section 2. On or before June 1, 1979 the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

Work Week Defined

Section 3. A work week of five basic days shall be established for all Engineers in yard service in yards on the Seventeenth-Eighteenth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Consist of Work Week - Days Off

Section 4. Subject to the conditions set forth in sections 4 and 11 of Agreement "A" -Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Relief Assignments

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Five-Day Yard Rate

Section 6. Effective June 1, 1979, the daily rates of pay for yard service on the Seventeenth-Eighteenth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service – Hastings

Section 7. When the day or days off of a yard assignment at Hastings are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not part of any regular relief assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Extra and Regular Engineers

Section 8.

- (a) Except as otherwise provided by Section 9 and 10 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled in the following manner:
 - (1) By the senior available regular Yard Engineer on his rest day or days, having an assignment on the same shift, with written application on file.
 - (2) By the senior available regular Yard Engineer with written application on file who has sufficient time under 'the Hours of Service Act to work the vacancy. An Engineer used under this provision who is rendered ineligible for his own assignment may make up such lost time as provided by Section 9 hereof.

Lost Time - Rest Days

Section 9.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies occurring on their same shift.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 9.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 9 in excess of the number of shifts lost during such work week, except as provided by Section 8.
- (d) The making up of lost shifts under the provisions of this Section 9 shall be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to

make up such lost shifts on subsequent rest days.

- (e) When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.

Assignment Annulled

Section 10.

- (a) Except as provided by paragraph (e) of this Section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this Section, shall be effective only for the day on which such assignment is annulled and, further, shall be restricted to vacancies or assignments on the same shift and in the same yard, and affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this Section shall be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this Section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 9 above.

Failure to be Available

Section 11. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

Rules Changed

Section 12.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of

the reduced work week on a straight time basis.

- (b) Nothing in this Agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

National Agreement Applies

Section 13. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Seventeenth-Eighteenth Seniority District.

Effective Date – Modifications

Section 14. This Agreement shall be effective June 1, 1979, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 14th day of May, 1979.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

**FOR THE UNION PACIFIC
RAILROAD:**

/s/ E.G. BECKER
General Chairman, BLE

/s/ J.H. KENNY
Director of Labor Relations

1952 NATIONAL AGREEMENT - ARTICLE 3

ARTICLE 3 - FIVE-DAY WORK WEEK

Section 1

- (a) Beginning on the date this Article 3 becomes effective on any carrier, such carrier will establish for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers, a work week of five basic days. Except as otherwise provided in this Article 3, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.
- (b) The designated officer or officers on each railroad and the representative or representatives designated by the Brotherhood will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the five-day week. After all initial changes have been made to place the five-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work. Engineers

Section 3

- (a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.
- (b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days,

within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

- (c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.
- (d) Rules providing for assignments of crews for a fixed period of time which shall be for the same hours daily will be relaxed only to the extent provided in (a) and (b) of this Section 3.
- (e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

- (a) Accumulation. - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.
- (b) Days Off. - In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.
- (c) Non-consecutive days. - If the representatives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the carrier may nevertheless establish non-consecutive days off subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

Section 5 - Regular Employees

- (a) Existing rules which relate to the payment of daily Overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.
- (b) Regular assigned yard and hostling service employees worked as such more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

- (1) As provided in Section 4 (a) and (b);
- (2) When changing off where it is the practice to work alternately days and nights for certain periods;
- (3) When working through two shifts to change off;
- (4) Where exercising seniority rights from one assignment to another;
- (5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

- (c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.
- (d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

Section 6 - Extra Employees

- (a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of eleven straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

Notes: It is recognized that the carrier is entitled to have an extra employee work eleven straight time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may he worked under provisions of the Agreement of August 11, 1948. After an extra man has worked eleven straight time shifts in yard and hostling service in a semi-monthly period he will remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such

service at the straight time rate.

- (b) In the event an additional day's pay at the straight time rate is paid to an extra employee for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the eleven straight time shifts referred to in paragraph (a) of this Section.
- (c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6. Beginning on the date the five-day work week becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949 shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Section 7

Beginning on the date the five-day work week becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949 shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned

Note: The amendments to such Vacation Agreement made by this Section 7 as applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service,

Section 1(a) - 1(b). Add:

In the application of Section 1(a) and 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which the five-day work week becomes effective, shall not be changed.

Section 1(d). Add "Note": The 60 and 30 calendar days referred to herein shall not be subject to the 1.2 computation provided for in Sections 1(a) and 1(b).

Section 2(a). Add: Yard Service

An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under

schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(0) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five minimum basic days' pay at the rate of the last yard service rendered.

Section 2(b). Add

Yard Service

An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(0) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof; under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working

in yard service such pay shall be not less than ten minimum basic days' pay at the rate of the last yard service rendered.

Section 9. Add:

With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

General

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

Section 8

Existing weekly or monthly guarantees in yard or hostling service producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 9

- (a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 3.
- (b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.
- (c) A regular assigned employee in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed eleven straight time days. He will then be subject to the "Note" under Section 6 of this Article 3.
- (d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

- (e) Except as provided in paragraphs (b), (c) and (d) of this Section -

Regular employees will not be permitted to work more than five straight time eight-hour shifts in a work week,

Extra employees will not be permitted to work more than eleven straight time eight-hour shifts in a semi-monthly period in yard or hostling service, and each excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

Section 10

- (a) The provisions of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.
- (b) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 11

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 12

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.