

YARD SERVICE

RULE 32: WHEN TWO OR MORE LOCOMOTIVES ARE USED

When two or more locomotives are use during one shift in yard service, the rate applicable to the heaviest engine on drivers shall be paid for the entire shift.

RULE 33. DINKEY ENGINES.

Engineers operating dinkey engines in and about shops will be paid yard rates and be governed by yard rules. Vacancies and new positions will be filled from the ranks of Engineers.

RULE 34. BELT LINE OR TRANSFER SERVICE.

Yard rates will apply when Yard Engineers make transfers.

RULE 35: BASIC DAY

Eight hours or less shall constitute a day's work.

RULE 36: TIME BEGINS AND ENDS

Time to begin when required to report or duty, and to end at time engine is placed on designated track, or Engineer is released as hereinafter provided.

RULE 37: OVERTIME AND DOUBLING

- a) Overtime. Except where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime on the minute basis at 3/16ths of the daily rate per hour, according to class of engine.
- b) An Engineer required to double, who is unable to complete the second shift because of the Hours of Service Law, will be allowed actual time worked on the second shift at the time and one-half rate plus pay at straight-time rate for up to 8 hours from the time first commencing to double.
 - 1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
 - 2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this Paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)
 - 3) Where an extra man commences work on a second shift in a 24-hour period he shall be paid at time and one-half for such second shift except when it is started 22-1/2 to 24 hours from the starting time of the first shift.

A 24-hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate

- 4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first 8 hours of work following such change.
- 5) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata, rate.

RULE 38: STARTING TIME

- a) Regularly assigned Yard Engineers will each have a fixed starting time, and the starting time will not be changed without at least 48 hours advance notice.
- b) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second 2:30 p.m. and 4:00 p.m.; and the third 10:30 p.m. and 12:00 midnight.
- c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).
- d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.
- e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections (b) or (d).
- f) At points where only one Yard Engineer is regularly employed he can be started at any time subject to Section (a).
- g) Central time to govern at North Platte and Ellis.

RULE 39: ASSIGNMENTS

- a) Engineers shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as practicable, assignments shall be restricted to 8 hours work.
- b) Any engine working three consecutive days will be considered regularly assigned. Assigned Yard Engineers will be given at least 16 hours advance notice when assignment is to be discontinued.

See Appendix J for Five – Day Work Week Agreements

1.

1st District September 24, 1965

Council Bluffs October 22, 1984

Grand Island January 15, 2003

2. 3rd District May 28, 1976
3. 4th District June 29, 1980
4. 5th District June 2, 1975
5. 6th District May 17, 1971
6. 9th District October, 9, 1979 (Salina Yard)
7. 12th District May 17, 1971
8. 14th District February 10, 1972 (Denver & Sterling)
9. 18th District May 14, 1979 (Marysville & Hastings)
10. Other yard locations in the Denver and Salina Hubs are governed by the 1952 National Agreement, Article 3 [Five-Day Work Week].

RULE 40: REQUIRED TO COVER PORTION OF ANOTHER SHIFT AND REPORTING IN ADVANCE OF REGULAR SHIFT

Regularly assigned Engineers after being released from duty, required to cover any portion of another shift, or required to report in advance of regular reporting time, will be allowed a minimum of 8 hours at time and one-half for service performed in addition to pay for regular shift, except as provided in Rule 37.

RULE 41: EXTRA MAN RELIEVING REGULAR MAN

An extra man relieving a regular man after starting time of the regular shift, shall be paid a minimum of a basic day, but will not be entitled to the overtime rate until after having performed 8 hours service.

RULE 42: CALCULATING ASSIGNMENTS AND MEAL PERIODS

Retained but not reproduced herein.

RULE 43: MEAL PERIOD

- a) Yard Engineers will be allowed 20 minutes for lunch between 4-1/2 and 6 hours after starting work, without deduction in pay.
- b) Yard Engineers will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay for time therefore.
- c) Yard Engineers required to work through two shifts, or to work overtime beyond 2 hours on first shift, will be allowed reasonable time for meal without deduction in pay.

RULE 44: DESIGNATED STARTING AND RELIEVING POINTS

In all yards where switch Engineers are assigned, the Company will designate locations where switch Engineers will report on and off duty. Such locations to be at points where engines are supplied or the convenience of the Company may require. When reporting for duty, if the Engineer is notified the engine he/she has been assigned is working in another location, he/she will report to that location as soon as possible. The Engineer relieved will be under pay until the

on/off duty point is reached.

RULE 45: COMBINATION ROAD AND YARD SERVICE

Where regularly assigned to perform service within switching limits, Yard Engineers shall not be used in road service when road Engineers are available, except in case of emergency. When Yard Engineers are used in road service under emergency conditions, they shall be paid miles or hours, whichever the greater, with a minimum of one hour in the class of service performed. Payment will be made in addition to the regular yard pay and without deduction for the time consumed in said service. The term "road service" will mean any service for which road rates are paid.

.... Reference 1978 National Agreement, Article VIII, Sections 1-3 [Combination Road-Yard Service Zones]:

“Section 1:

“At points where yard crews are employed, combination road-yard service zones may be established within which yard engine crews may be used to perform specified service outside of switching limits under the following conditions:

- a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
- b) Within Road-Yard Service Zones, yard engine crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard engine crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard engine crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

- c) The use of yard engine crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.
- d) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

“Section 2:

“At points where yard crews are employed, combination road-yard service zones may be established within which yard engine crews may be used to perform specified service outside of

switching limits under the following conditions:

“Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

- a) Within Road-Yard Service Zones, yard engine crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard engine crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction there from for the time consumed outside of switching limits.
- b) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.

“This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representatives within fifteen (15) days after the date of this agreement.

“Section 3:

“Time consumed by yard engine crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.”

.... Reference 1986 Arbitrated National Agreement, Article VIII, Section 2 [Road-Yard and Incidental Work]:

“Section 2:

- (a) “Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:
 - (i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
 - (ii) Complete the work that would normally be handled by the crew of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews.

NOTE: For performing the service provided in (a) (i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of

service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction there from for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precede November 1, 1985 and is not subject to general or other wage increases.

- (iii) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

(b) "Yard crews may perform hostling work without additional payment or penalty."

RULE 46: COMBINATION SERVICE WITHIN SWITCHING LIMITS

When Yard Engineers perform more than one class of service during any one shift within switching limits, they will be paid for the entire service at the highest rate applicable to any class of service performed.

RULE 47: NOT CONFINED TO YARD LIMITS

Engineers in switching service whose regular assignments are not confined to yard limits will be paid through freight rates.

RULE 48: SWITCHING BY ROAD CREWS & NEW INDUSTRIES

a) Switching By Road Crews

No payments will accrue to Yard Engineers account road engine crews performing service as provided in Rules 8(d), 20, and 21. If road engine crews are required to perform yard switching other than as provided in those rules, the first-out extra yard crew available at such terminal will be allowed a minimum of a basic day at the highest rate applicable to yard engines used in that yard.

b) Switching Service for New Industries

- 1) Where an industry desires to locate outside of existing switching limits at points where yard crews are employed, the Carrier may assure switching service at

such location even though switching limits are not changed. Yard crews may perform such service from yard(s) within the existing switching limits without additional compensation or penalties to yard or road crews, provided the switch governing movements from the main track to the track(s) serving the industry is located at a point within 4 miles from the existing switching limits. Other industries located between the switching limits and the new industry may be served by either road or Yard Engineers without additional compensation or penalties. Road crews may perform service at the new industry only to the extent they could do so if the new industry were within switching limits. Where rules require yard limits and switching limits to be the same, the yard limit board may be moved for operating purposes. Switching limits shall remain the same unless changed in accordance with rules governing change in switching limits.

.... **Reference 1986 Arbitrated National Agreement, Article VIII, Section 2(a) (paragraph iii and iv) [Yard Crews]**

- (iii) “Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

The Yard Engineer(s) involved shall keep account on the form provided, and report daily to the Carrier the actual time consumed by the yard crew(s) outside of the switching limits serving the new industry. Statement of such time shall be furnished to the General Chairman by the Carrier each month.

The General Chairman may at periodic intervals of not less than 3 months designate a plan for apportionment of time whereby road Engineers from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits.

Failing to arrange for the apportionment at the indicated periods, they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

- 2) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

c) **Changing Switching Limits**

- 1) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

- 2) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

NOTE: The provisions of Rule 48 quoted above: do not reflect all the amendments thereto as contained in Articles II and III of the National Agreement dated May 13, 1971. **See Appendix L**

RULE 49: RELIEF BY REQUEST

Yard Engineers relieved at their request before the end of their shift will be paid for actual hours worked and may not commence work again until the beginning of the next shift.

RULE 50: TOPEKA AND HANNA FULL TIME

Yard Engineers at Topeka and Hanna will be allowed full time or pay for every day in the month and will be subject to working every day.

RULE 51: RIGHTS

- a) After a Yard Engineer has been off for four days, other assigned Yard Engineers may take the run, if they so desire, in preference to extra men.

NOTE: Vacancies caused by the absence of Yard Engineers on vacation at Kansas City, Council Bluffs, Omaha and Grand Island will be filled daily from the extra board by Engineers standing first-out at calling time.

- b) Retained but not reproduced herein.

- c) Road Engineers who have been in yard service one year or more and who have not made a road trip in that year will be required to make one trip in main line freight service, without compensation, before they can exercise seniority in freight service.