

5 OPS
JUNE 25, 1964

AGREEMENT

DATED JUNE 25, 1964

BETWEEN CARRIERS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

AND THE EMPLOYEES OF SUCH CARRIERS REPRESENTED BY THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

BROTHERHOOD OF RAILROAD TRAINMEN

and

SWITCHMEN'S UNION OF NORTH AMERICA

A G R E E M E N T

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

IT IS HEREBY AGREED:

ARTICLE I - PAID HOLIDAYS

Section 1 -

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

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

For purposes of this Agreement, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

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

Yard service employees who work on any of the seven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Section 2 -

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

(a) Each regularly assigned engineer, fireman, hostler and hostler helper

represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned work day of the work week of the individual employee:

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

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

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

(b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

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

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

Section 3 -

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

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

New Year's Day

Washington's Birthday

Decoration Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

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

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

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

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

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employee cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

r

NOTE: For the purpose of Section 3(b) (1), (2) and (3), an extra yard service employee will be deemed to be available if

he

is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform

other

service within that yard in accordance with rules and practices on the carrier.

(c) For purposes of this Section 3, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

NOTE: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

(d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

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

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

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

ARTICLE II - EXPENSES AWAY FROM HOME:

Section 1 -

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tieup points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

Section 2 -

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE : For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

ARTICLE III - SELF-PROPELLED MACHINES:

Section 1 -

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair; construction or inspection work:

(a) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Main-line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

(b) Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2 -

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3 -

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4 -

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 5 -

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

ARTICLE IV - PAY STRUCTURE - INEQUITY ADJUSTMENTS:

Section 1 - Road Service -

The application of any wage increases which become effective before January 1, 1968 will be limited to basic daily rates and shall not apply to existing mileage rates.

Section 2 - Yard Ground Service -

(a) The hourly rates for yard foremen and yard helpers will be increased to \$3.10 and \$2.90, respectively, including the 4 cents holiday adjustment; and there will be a commensurate increase in the hourly rates of other yard service employees.

(b) Application of the foregoing increases will result in the following standard basic hourly and daily rates of pay:

Pro rata	hourly rate	Daily rate
Yard Foremen (Conductors) \$24.80		\$3.10
Yard Helpers (Brakemen) \$23.20	\$2.90	
Switchtenders	\$2.65	\$21.20
Car Retarter Operators	\$3.20	\$25.60

(c) Existing money differentials above existing standard daily rates shall be maintained.

Section 3 - Yard Engine Service -

(a) The basic daily rates of yard engine service employees presently on a five-day work week will be increased as follows: yard engineers - 4.11%; yard firemen, hostlers and hostler helpers represented by an organization party hereto - 3.11%. These increases will be applied to yard engine service employees who may hereafter elect to adopt the five-day work week on a railroad by railroad basis or on that part of a railroad, where there are more than one General Committee, in the event one or more General Committees elect to adopt the five-day work week. The basic rates of yard engine service employees who are not on a five-day work week are not changed hereby, except that the 32 cents per day holiday adjustment applicable to yard engine service employees represented by the Brotherhood of Locomotive Engineers shall no longer be deductible.

(b) Application of the foregoing increases will result in the following standard basic daily rates of pay for yard engine service employees on the five-day work week.

RATE TABLES NOT REPRODUCED IN THIS COMPUTERIZED VERSION

Section 4 -

The increases herein provided shall be effective, subject to Article VIII hereof, as of May 7, 1964 except that the increases which are contingent upon adoption of a five-day work week will be applied on the date the five-day work week agreement becomes effective.

ARTICLE V - COMBINATION ROAD-YARD:

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. At points where a yard crew or yard crews are employed the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

ARTICLE VI - INTERDIVISIONAL SERVICE:

The interdivisional runs issue shall be submitted to a committee, established on a national basis, of which the public members shall be Dr. George W. Taylor and Theodore W. Kheel. Procedures for mediation to a conclusion shall be established by the public members.

ARTICLE VII - SETTLEMENT OF DISPUTES:

Any disputes involving the interpretation or application of this Agreement shall be settled by the parties in accordance with the established procedures therefor, including the creation of Special Boards of Adjustment and other procedures of Section 3 of the Railway Labor Act.

ARTICLE VIII - EFFECT OF THIS AGREEMENT:

This agreement shall become effective upon ratification by all of the organizations signatory hereto except that upon such ratification the adjustments in rates of pay provided by Article IV shall be effective as of May 7, 1964, and the requirements of Section 1 of Article II with respect to the furnishing of suitable lodging or an equitable allowance in lieu thereof shall be made effective at a date no later than 30 days following such ratification.

This agreement is in settlement of the dispute growing out of notices served by the carriers listed in Exhibits A, B, and C on or about November 2, 1959, and by the organizations signatory hereto on September 7, 1960, as implemented by notices of April 6, 1961, not including issues disposed of by the Award of Arbitration Board No. 282, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that rates for miles in excess of those comprising the basic day shall remain unchanged until January 1, 1968.

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented respectively by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE IX -

This agreement is subject to approval of the Courts with respect to Carriers in the hands of Receivers or Trustees.

Signed this 25th day of June, 1964.

SIGNATURES NOT REPRODUCED IN THIS COMPUTERIZED VERSION