

CODE 22-EW LINES YARDMAN SCHEDULE (SEE 10/15/05 AGREEMENT)

I refer you to the 10/15/05 agreement, and refer you to the second paragraph; it should be noted that if the yard crew does not complete their meal period **by the 6th hour** (after going on duty), the crew is entitled to **payment of 6 miles**. Next, and if the yard crew is not granted a meal period **beginning by the 7th hour**, then the crew is entitled to a **second payment of 6 miles**.

The yard crew then must request their meal period, if the meal period is denied (not granted) our claim must support the actual time that the meal period was requested and the name of the Carrier Officer that denied the requested meal period, and if the crew is not afforded the meal period **prior to the 10th hour**, then the crew is entitled to an **additional 50 miles payment**. As always all three types of payments must be claimed (like every other pay issue the Carrier will not pay unless the payments have been claimed).

The next paragraph (3rd paragraph) requires that an appropriate eating location was/is available during the time parameters. As information, we have seen claims whereas the member thinks he is doing himself/herself justice by making claims such as, "and there was no place to eat" or, "and there was no eating establish available", what that does is eliminates our claim, as there has to be a eating location available (*a location that contemplates a lunchroom, restaurant or other location that allows the crew to get off the locomotive, sit down and consume a meal, including, but not limited to, the on/off duty location*) in order for our claims to be payable (have merit).

On the working tickets the information noted above must be on the tickets.

- 1) Time requested meal period
- 2) Name of Officer who denied meal period
- 3) Location of eating location
- 4) Times lunch period(s) observed

Outside the Scope of Duties Article 1ARTICLE 1
DEFINITION OF YARD WORK

A. The term "yardmen" in this agreement is understood to mean footboard yardmasters, foremen, helpers, switchtenders, car retarder operators, skatemen, herders, pilots, pilot-bleeders and car bleeders.

In addition to the provisions of the May 7, 1937 Switching Agreement, the January 12, 1938 Supplement to the Switching Agreement, and the application thereof, yardmen's work shall consist of work customarily performed by yardmen including:

The giving or relaying of signals to yard engine crews.

The coupling and uncoupling of cars and engines.

The operation of hand brakes or retarders for the purpose of affecting or controlling the movement of cars. The bleeding of air brakes on cars by a yard crew which has been instructed to switch such cars. (This will not restrict a bleeder from performing such work.)

The manual throwing of ground switches in connection with the movement of freight and passenger cars and engines. (Yardmen will not be required to clean switches except in connection with their own movement or switches which they manually throw.)

Claiming 100 mile basic day account while assigned as foreman on job Y-KCK101 13, we were instructed by Trainmaster Don Dutton to **verify cars/list** in track 1011 at 1030 hours on March 17, 2015. The first car number was XXXX 1111 and the last car was XXXX 2222 with a total of 77 cars. We did not handle nor couple onto the track. Time to complete the instructions was from 1045 hours to 1115 hours. Per PLB 6681, Award 84.

Claiming 100 mile basic day account while assigned as foreman on job Y-KCK101 13, we were instructed by Trainmaster Don Dutton to **bleed cars** in track 1011 at 1030 hours on March 17, 2015. The first car number was XXXX 1111 and the last car was XXXX 2222 with a total of 77 cars. We did not handle nor couple onto the track. In addition we never were instructed to switch the cars. Time to complete the instructions was from 1045 hours to 1115 hours.

Footboard Yardmaster

ARTICLE 3
FOREMAN ACTING AS YARDMASTER,
INSTRUCTIONS TO YARDMEN

C. It is understood that a yard foreman receiving and executing instructions from a yardmaster, or other duly authorized representative of the Carrier concerning work to be performed by his crew will not be considered as performing footboard yardmaster duties; however, if required to take instructions and give them to other yard crews or to direct the movement of road crews or do other work ordinarily performed by a yardmaster, it will be considered that he is performing the duties of footboard yardmaster and will be paid under Paragraph (B) of this Article 3.

Claiming 100 mile basic day account, while assigned as Yard Foreman to job Y KCK101 13 on January 1, 2015, I was instructed by Trainmaster Greg Lawler at 1300 hours, to "click" or switch 45 cars (first car no. 1111 and last car no. 0000) from track 4001 to track 3010 in TSS via the computer. Time to complete instructions was 1305 hours to 1313 hours. This work is normally done by yardmasters.

Job annulled without 20 hour noticeARTICLE 4
STARTING TIME OF CREWS

A. Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least seventy-two hours' advance notice. Regularly assigned yard crews shall not be abolished or annulled except when crew is notified not less than twenty hours prior to the abolishment or annulment. All regular or regular relief crews will be assigned five days per week and may be annulled one day, on a holiday or Sunday.

Note: Notification must be 20 hours in advance of the scheduled starting time of the first day the assignment is to be annulled and/or abolished. The notice that the annulment or abolishment of the assignment in question is effective at close of tour of duty the day preceding the annulment or abolishment, rather than effective with the starting time of the shift on the first day it will not work.

Claiming 100 mile basic day account on 12/31/15 I reported for duty on my regular assignment, Y KCK 101 13, on duty at 0630 hours, upon reporting; I was notified my assignment was annulled for the holiday. I was not given 20 hour notice per Article 4(A) of the Yard Schedule. The holiday annullments were posted in Kansas Division GN No. 144. Job Y KCK101 was not on the list.

Engine worked more than 10 hours on duty Article 5(C)

C. In yards where more than one engine is assigned, overtime will be limited to a maximum of two hours for any crew, except that transfer or industry crews or crew engaged in loading livestock may exceed two hours' overtime when necessary to complete the movement started prior to ten (10) hours on duty and return to their regular relief point.

Claiming 100 Mile basic day at the foreman rate for the two first out extra people (JM Lopez and JM Huston) assigned to Extra Board 40, account job Y-KCK1031-13A worked 11'15" on duty on March 16, 2015. The 103 job went on duty at 0630 hours and tied up at 1745 hours. The foreman on the job was DW Dutton and the helper was SJ Swiatek. The job was not involved in transfer, industry or engaged in loading livestock.

Extra Job worked more than three days**ARTICLE 6
EXTRA SERVICE**

When an extra yard engine is worked for more than three consecutive calendar days it will be considered as a regular assignment and shall be advertised under the provisions of Article 7, and shall be manned by extra men unless foremanship is requested by a regularly assigned qualified helper under the provisions of Article 16(g). The assignment will be worked at least one day following expiration of advertisement before being canceled.

When engines are manned by extra men and/or unassigned employees, the senior qualified man shall act as foreman and all shall retain their relative positions on the extra board.

Claiming 100 mile basic day account an extra yard engine worked in excess of three consecutive calendar days, Y KCK901 on 1/1/15, on duty 0630 hours, Y KCK909 on 1/2/15, on duty at 0759 hours, Y KCK 921 on 1/3/15, on duty at 1430 hours and Y KCK933 on 1/4/15, on duty at 2230 hours. The job should have been advertised, awarded and worked one day prior to abolishment. I am the senior person assigned to the extra board (KANCMO 40).

As an informational note, in the last paragraph of Article 6, the senior man will be the foreman when two extra men (includes rest day men) man the engine (job).

Change in starting time, on/off duty point ect.ARTICLE 7
VACANCIES AND CHANGES IN TRICKS

A known vacancy in excess of ten (10) calendar days, excluding vacations, shall be advertised.

All vacancies for yardmen shall be advertised for seventy-two (72) hours and assignments will be made as soon as practicable but not later than two hours after bids close. A change in the starting time of an engine, or a change in the designated on or off duty point, or a change in the assigned hours per day or days per week, or a change in the status of a foreman to footboard yardmaster or vice versa, will open a trick for assignment. The oldest yardman in point of service making written application shall be assigned and will not be permitted to perform further service on his old assignment.

Claim 100 mile basic day account on January 1, 2015, I was instructed by Trainmaster Mike Tyson, that my regular assignment, Y KCK101 13, would be changing on duty time from 0630 to 0700 effective January 2, 2015. This is a violation of Article 7 account the assignment should have been re-advertised no less than 72 hours, due to the change in start time.

Senior man on rest days not called

ARTICLE 9
EXTRA MEN: FIRST IN, FIRST OUT

The filling of temporary vacancies is as follows:

1. First out rested switchman on extra board, who has not worked that calendar day; and does not have 5 days in.
2. Senior Yardman at point of vacancy on rest day, unless it would prevent his working his regular assignment on the following day. Point of vacancy is defined as the point where the Yardman's assignment begins its work week. (See "Note 1" below)
3. First out rested switchman on extra board with 5 days in but who has not worked that calendar day.
4. First out rested switchman on extra board without 5 days in but who has worked that calendar day.
5. First out rested switchman on extra board that has 5 days in and has worked that calendar day.
6. The Carrier may hold a Yardman over or call a Yardman in early, before proceeding to Step 7. (See "Note 2" below)
7. Dual rights Brakeman.
8. Senior Reserve Board employee with written request on file.
9. Off in force reduction employees (to be called and worked in seniority order).

Claiming 100 mile basic day account on January 1, 2015, I was the senior rest day man, when JM Lopez was held over from his regular assignment, Y KCK101 13, on duty at 0630 hours, to the temporary vacancy on Y KCK201 13, on duty at 1430 hours. Per Article 9, rest day men are step two when filling temporary vacancies. I was rested, available and working the vacancy would not have prevented me from protecting my assignment the next day.

Claiming 100 mile basic day account on January 1, 2015, I was observing my last rest day, when I was called for a temporary vacancy on job Y KCK301 13, on duty at 2230 hours. I reported

for duty as instructed, but by doing so; I was unable to protect my regular assignment Y KCK101 13, on duty at 0630 hours, on January 2, 2015. This is a violation of Article 9, as I should not have been called because protecting the temporary vacancy caused me not to be rested to work my regular assignment the following day.

Yard Extra-Board RunaroundsARTICLE 10
CALLING CREWS

Extra yardmen not called in proper turn will be allowed one basic day and remain in the same position they held prior to being run around.

1. Multiple Runarounds – In a situation where first out qualified Extra Yardman is run around, the payment provided for in this Article will be applied for each occasion run around. If run around twice at the same time, this will be construed as two runarounds, etc.
2. Rotary Runarounds – Under the application of said rules, when Extra Yardmen are run around, only the first out qualified extra yardman will be allowed the runaround payment.

NOTE: Multiple runarounds under this Understanding is where the first out qualified Extra Yardman is runaround more than once.

Rotary runarounds under this Understanding is where more than one qualified extra yardman is runaround by the same employee.

Claiming 3 basic days account I was first out on KANCMO extra-board 40 at 0430 hours, on January 1, 2015, when JM Lopez (2nd out), SJ Swiatek (3rd out) and DW Dutton (4th out) ran-around me and were called for temporary vacancies. JM Lopez was called for and worked Y KCK 101, on duty at 0630, SJ Swiatek was called for and worked Y KCK 102, on duty at 0730 and DW Dutton was called for and worked Y KCK 103, on duty at 0759. I was not called until 1330 hours for job Y KCK205, on duty at 1530 hours. Per Article 10, I am due multiple runarounds.

Claiming 100 mile basic day account I was first out on KANCMO extra-board 40 at 0430 hours, on January 1, 2015, when JM Lopez (5th out) was called for job Y KCK101 on duty at 0630. I was not called until 0559 hours for job Y KCK116, on duty at 0759 hours. Per Article 10, this is a Rotary Runaround and as the first person out, I am due the payment.

Self-Propelled Machines Article 14

**ARTICLE 14
SELF-PROPELLED MACHINES**

(From the 1964 UTU National Agreement of June 25, 1964, Section III)

Section 1. The following shall govern the manning of self-propelled vehicles or machines by yard service employees used in the maintenance, repair, construction or inspection work:

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.

Claiming 100 miles basic day account I was first out on extra-board 40, on March 17, 2015, at 1130 hours when a self-propelled vehicle coupled on to two cars, XXXX 1111 and XXX1 2222, in track 1025 and moved them to track 2021 which is within general switching limits. Per Article 14 a yard foreman should have been called.

Claiming 100 miles basic day account I was first out on extra-board 40, on March 17, 2015, at 1130 hours when a self-propelled vehicle coupled on to two cars, XXXX 1111, XXX1 2222 and XXXX 3333, in track 1025 and moved them to track 2021 which is within general switching limits. Per Article 14 a yard helper should have been called to work with yard foreman JM Lopez, if more than two cars are handled at any one tie a yard helper will be employed.

SENIOR HELPER ON SPAN OF HOURS ARTICLE 16 (G) (1)

G. Protecting Engine Foreman Vacancies

Engine foremen's vacancies of 10 days or less shall be protected on a day-to-day basis in the following sequence:

1. By the senior promoted helper at that point, whose starting time is within the same spread of hours as that of the trick to be protected, who has made written request for such service,

Claiming 50 miles, plus difference in rate between foreman and helper, account on March 10, 2015, I was the senior helper on first trick, with a request for foreman service. A junior person, helper D. W. Dutton was allowed to step up from his helper position off of job Y-KCK104 14. I was assigned as helper on job Y-KCK103 14. I am older in seniority to D. W. Dutton (NH99 10001), my roster number is NH99 01.

Working Outside of Switching Limits Article 24**B. COMBINATION ROAD-YARD SERVICE ZONES**

(From the 1985 National Agreement, Article VIII)

1. Yard Crews may perform the following work outside of switching limits without additional compensation except as provided below:

(a) Bring disabled train or train whose crews have tied up under the Hours of Service Law from location up to 25 miles outside of switching limits.

(b) Complete the work that would normally be handled by the crews 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. This paragraph does not apply to work train or wrecking service.

Note: For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with the 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 switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

(c) 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

Note: Pre-85 are eligible to claim the minimum one hour (code 33) noted above in "Note". Post-85 are paid nothing extra to perform the service designated under (a) & (b). Any work other than what is specified under Article 24 (B) is payable for Pre & Post-85 at a basic day rate for performing road service. Also you must note the times it takes to perform any work outside the switching limits. Over time will be deducted in the below example for the time worked outside the limits (PLB 2383, Award 3).

Claiming 100 mile basic day account on March 17, 2015, I was assigned to yard job Y-KCK111-13 as the foreman and was instructed to take the H-KCKBAR1-17A from track 4023 in Argentine yard and stage it at MP 55.8 East Ottawa. Departed switching limits at 1300 hours and returned at 1415 hours. This is road work and does not fall under the provisions of Article 24 of the Schedule. Instructed by Outside Trainmaster Don Dutton.

Claiming 100 miles' account violation of Article 11 (B) (2) of the Eastern Western Yard Schedule and Article III of the 1990 Crew Consist Agreement. I am the senior furloughed employee at Chicago-Corwith and I have not been recalled while there are vacancies on LPCHI Extra Board 9. Currently there are 19 employees assigned to LPCHI board 9 (Yard Extra Board) and it calls for 25. My current assignment, Chicago OIFR board 12, covers vacancies in the extended switching limits in Chicago and I should have been recalled for the vacancy. Allow payment for being deprived service.