

**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 6<sup>th</sup> 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 7<sup>th</sup> 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 10<sup>th</sup> 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 (3<sup>rd</sup> 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.

