

ARTICLE IV - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES OF
THE APRIL 5, 1957 NATIONAL AGREEMENT AS AMENDED BY THE
11-30-60, 6-25-64, 7-17-68, 1-27-72, 1-29-75 AND 11-10-76 NATIONAL
AGREEMENTS

Section 2 - Regularly Assigned Yard Service Employees

(a) Each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Decoration Day	Veterans' Day (1-1-73)
Fourth of July	Christmas Eve (1-1-76)
Labor Day	Good Friday (1-1-76)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts 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) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regular assigned yard service 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 yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday. (Article I of the November 30, 1960 National Agreement)

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday. (Article I of the November 30, 1960 National Agreement)

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

(Article I of the November 30, 1960 National Agreement)

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier. (Article I of the November 30, 1960 National Agreement)

NOTE 4: Article X, paragraphs (d) and (e) of the July 17, 1968 National Agreement

(d) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

(c) Yard service employees who work on any of the 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. (Article I, Section 1(b) of the June 25, 1964 National Agreement)

(d) In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties.

(e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service. (Article I of the November 30, 1960 National Agreement)

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 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) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

(h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

Section 3 - Extra Yard Service Employees (Article I of the November 30, 1960 National Agreement)

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets 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 enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Decoration Day	Veterans' Day (1-1-73)
Fourth of July	Christmas Eve (1-1-76)
Labor Day	Good Friday (1-1-76)

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 the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employee 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 yard service employee and (2) he meets the qualifications set forth in

paragraph (b) 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 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 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 in accordance with rules and practices on the carrier.

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: 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.

NOTE 5: Article X, paragraphs (d) and (e) of the July 17, 1968 National Agreement

(d) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

(c) Yard service employees who work on any of the 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. (Article I, Section 1(b) of the June 25, 1964 National Agreement)

(d) 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.

(e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

NOVEMBER 10, 1976 NATIONAL AGREEMENT - IMPLEMENTATION OF
ARTICLE III - HOLIDAYS - OF THE AGREEMENT OF JANUARY 29, 1975
BETWEEN THE PARTICIPATING CARRIERS REPRESENTED BY THE
NATIONAL CARRIERS' CONFERENCE COMMITTEE AND THE EMPLOY-
EES OF SUCH CARRIERS REPRESENTED BY THE UNITED TRANSPOR-
TATION UNION

IT IS HEREBY AGREED:

Effective January 1, 1976, existing provisions and understandings relating to holidays for employees represented by the United Transportation Union are hereby continued and/or amended in the following respects:

Section 1 - Good Friday

Good Friday is substituted for the Employee's Birthday as a paid holiday. All references in existing holiday provisions and understandings to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday, are eliminated.

Section 2 - Christmas Eve

Christmas Eve (the day before Christmas is observed) is added to the list of enumerated holidays provided by such provisions and understandings as amended by Section 1 hereof.

Section 3 - Continuation and Extension of Certain Existing Holiday Provisions

All provisions and understandings relating to holidays, other than special qualifying and other provisions and understandings relating to the Employee's Birthday, applicable as of December 31, 1975 shall continue to apply effective January 1, 1976, and will be extended effective that date to apply also to Good Friday (in lieu of the Employee's Birthday) and to Christmas Eve (the day before Christmas is observed). Good Friday shall have the same status as other holidays, and except as provided in Section 4 Christmas Eve (the day before Christmas is observed) shall have the same status as other holidays.

Section 4 - Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Signed at Washington, D. C., this 10th day of November, 1976.