

In accordance with the Brotherhood's request of November 14, 1955, it is agreed, effective on December 5, 1955, to place in effect for yardmen a five-day work week under the provisions of Agreement "A" of May 25, 1951.

In the application of the five-day work week at Gibson, Blue Island, and Argo, it is agreed that all sections and/or subsections of Article 3 of Agreement "A" and supplements thereto, will be considered as having been complied with, not necessary or self-explanatory, with the following exceptions, mutually interpreted for the future:

SECTION 1 (b-2-c) modified by 7-23-58 Agreement to read:

(a) Yardmen who do not request a change will not have their rest days changed except where displaced by a senior man and where necessary to protect the service.

(b) Yardmen requesting changes in rest days must make requests in writing to the Trainmaster and Local Chairman by the tenth (10th) of the month preceding the effective date of the requested change, and such request will be given consideration, consistent with seniority, by the Trainmaster and Local Chairman, the effective dates of changes, if approved, to be as of October 1st, January 1st, April 1st, or July 1st.

It is further agreed that the above revision shall be applicable to Yardmen at Gibson only.

This Memorandum of Understanding becomes effective July 23, 1958, and shall remain in effect until changed or cancelled as provided for in the Railway Labor Act, as amended.

SECTION 1 (b-2-d) cancelled by 4-9-63 Agreement.

SECTION 2 Regular men's work week will start with day following assigned days off.

"The term 'work week'... for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday." (4-9-63 Agreement)

SECTION 6 "Extra or unassigned employees may work any five days in a

work week and their days off need not be consecutive." (4-9-63 Agreement)

IT IS ALSO UNDERSTOOD that, with respect to extra men laying off, the following will govern:

"Should an extra man voluntarily lay off, he will be considered as having had the opportunity to work one day for each time he lays off, up to five such opportunities in a work week. However, he will not be used to make up the

time for the day lost until both the extra board and available board are exhausted. This is with the strict understanding that overtime will apply only after forty hours of service on five days worked as provided for in Section 8 of the Agreement "A" of May 25, 1951." (4-9-63 Agreement)

A second assignment worked by an extra man under the 22 1/2 hour rule will be considered as one of his work days of his work week.

SECTION 7 All yardmen will be permitted to work five straight time starts in a work week. Their work week begins on the day subsequent to their two regularly assigned days off. Yardmen losing time during their regular work week will be permitted to exercise their seniority to available vacancies only and will carry no seniority (see #3 12-27-55 letter of understanding) on the assignment they work on their sixth and/or seventh day in work week at straight time in order to make five starts only if the time lost during their work week was lost as a result of their not having sufficient seniority to work on those days. Any voluntary absenteeism during the work week resulting in loss of time will not give the employee the right to come out and work his sixth and/or seventh day at straight time rates. Such yardmen exercising seniority to available vacancies may be bumped by other regular yardmen due a bump.

#### SECTION 11

(b) Example: John Doe has Monday and Tuesday off. On rebulletin he picks Sunday and Monday off. He works Wednesday, Thursday, Friday, and Saturday, and he has no right to work Sunday or Monday if extra men are available. If no extra men are available, he can be used to work Sunday or Monday at straight time and from then on his new work week begins on Tuesday.

Under Section 12(b) of Article 3, Five-Day Work Week, it is provided that Section 3(e) and Section 5, Article 3 shall not apply to Car Retarder Operators, Hump Motor Car Operators (Chauffeurs), Levermen and Switchtenders (sometimes classified as Switchmen). It is agreed that Section 3(e) and Section 5 of Article 3 will not apply to so-called "Herders".

On date or days assignments are annulled, Sections 7(a) and 7(b) of Article 3 of said Agreement "A" will apply. This will not modify the practice in connection with the so-called "bump board".

The assignment of days off to yardmen according to their seniority will be done jointly by a representative of the organization and a representative of the carrier in each of the seniority districts covered by this agreement and the men will be divided into groups with the object of having enough men to cover the work on days off of the men on each day of the week.

It is the intention that, by agreement between the representatives of the organization and railroad, enough men be set up from the extra board in each of the seniority districts involved to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding.

Assignments commenced prior to December 5, 1955 will not be affected by the terms of this agreement.

The five-day work week will be made effective for all assignments begin-

ning with the first assignment subsequent to 12:01 a.m., December 5, 1955.

It is understood that this agreement, effective December 5, 1955 may be cancelled on or before January 1, 1956 by the carrier or the organization; otherwise this agreement shall remain in effect 6 months and thereafter by subject to revision or abrogation in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana this 23rd day of November, 1955.