

APPENDIX V

ARTICLE 19 - VOLUNTARY RESERVE BOARDS

Section 1

Effective June 1, 1997, the Carrier shall establish a "Voluntary Reserve Board" for Yardmen at each of the various seniority districts, i.e. Norpaul, Argo, Blue Island and Gibson.

NOTE: A Yardman on a Voluntary Reserve Board position prior to June 1, 1997, shall remain on a Voluntary Reserve Board position in accordance with the applicable provisions as contained herein.

Section 2

The number of "Voluntary Reserve Board positions" for Yardmen at the various seniority districts shall be determined at the discretion of the Carrier and may be increased or decreased in order to meet the manpower requirements on that seniority district.

Section 3

A Yardman with a seniority date on or prior to October 1, 1992, who is in active service when a Voluntary Reserve Board position(s) is established, is eligible for Voluntary Reserve Board position(s).

Section 4

A Yardman on a Voluntary Reserve Board position shall be considered in active service for the purpose of the application of all Agreements, Laws, and/or Acts respecting a Yardman's rights to work.

Section 5

A Yardman on a Voluntary Reserve Board position shall be subject to physical examinations, and/or rules examinations.

NOTE: Physical examinations and/or rule examinations shall be deferred until such time a Yardman on a Voluntary Reserve Board position is recalled to active service.

Section 6

This Agreement shall not preclude a Yardman on a Voluntary Reserve Board position from receiving payments on time claims. Time claim payments due, if any, shall be paid in addition to compensation received while on a Voluntary Reserve Board position.

Section 7

A Yardman on a Voluntary Reserve Board shall be guaranteed a gross amount of \$1,149.47 for each full semi-monthly pay period.

NOTE 1: Voluntary Reserve Board compensation is based on 75% of the basic Yard Foreman's rate of pay for eleven (11) days per semi-monthly pay period.

NOTE 2: Voluntary Reserve Board compensation shall be subject to future general wage and cost of living increases.

APPENDIX V (Continued)

ARTICLE 19 - VOLUNTARY RESERVE BOARDS (Continued)

- A.** A Yardman on a Voluntary Reserve Board position shall not be required to submit a timeslip in order to receive Voluntary Reserve Board compensation.
- B.** A Yardman on a Voluntary Reserve Board position shall be paid semi-monthly with regular payroll.
- C.** If a request is made in writing, such Yardman shall receive his/her Voluntary Reserve Board compensation by U.S. Mail.

Section 8

A Yardman on a Voluntary Reserve Board position shall be covered by Health and Welfare Plan, Dental Plan, Vision Plan, Union Shop, Dues Check-Off, Discipline and Grievance Procedures that are applicable to employees in active service.

Section 9

- A.** Voluntary Reserve Board compensation shall be considered as compensated service in determining compensation due for vacation. Vacation pay received while on a Voluntary Reserve Board position shall offset pay received under this ARTICLE. Furthermore, time spent on a Voluntary Reserve Board position shall count in determining whether a Yardman is eligible for vacation in the succeeding year, as well as in determining the length of vacation to which a Yardman otherwise eligible, is entitled.
- B.** Each day spent on a Voluntary Reserve Board position, less Saturday and Sunday, shall count as eight (8) qualifying hours in connection with the National Vacation Agreement.

Section 10

In the event a Yardman on a Voluntary Reserve Board position returns to active service, each day spent on a Voluntary Reserve Board position, less Saturday and Sunday, shall count as a start when determining a Yardman's eligibility to qualify for holiday pay, in accordance with the provisions as set forth in the National Holiday Agreement.

Section 11

A Yardman on a Voluntary Reserve Board position shall not be eligible for holiday pay, bereavement leave, jury duty pay, and all similar special allowances.

Section 12

Other employment, while on a Voluntary Reserve Board position, is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

APPENDIX V (Continued)

ARTICLE 19 - VOLUNTARY RESERVE BOARDS (Continued)

Section 13

The procedure for obtaining a Voluntary Reserve Board position shall be in accordance with the provisions as set forth herein.

- A.** Four (4) full calendar days prior to the start of each new payroll period, the Crew Dispatcher shall inform Yardmen, upon request, the number of Voluntary Reserve Board positions open and available, if any, at their seniority district. A Yardman desiring a Voluntary Reserve Board position(s) shall notify the Crew Dispatcher and request such position(s) no later than two (2) full calendar days prior to 12:01 AM, on the first day of the new pay period. Assignments to a Voluntary Reserve Board position shall be made in seniority order of those making such request. A Yardman unable to hold a Voluntary Reserve Board position shall be notified by the Crew Dispatcher at least one (1) full calendar day prior to 12:01 AM, of the first day of the new pay period.
- B.** A Yardman assigned to a Voluntary Reserve Board position, in accordance with the provisions as set forth in Section 13 A, must remain there for a minimum of two (2) entire pay periods. Such Yardman shall not be displaced by a senior Yardman and shall remain on a Voluntary Reserve Board position until:

 - 1. The Yardman is discharged from employment by the Carrier.
 - 2. The Yardman resigns from the Carrier's employment.
 - 3. The Yardman is recalled to active service in accordance with the provisions as set forth in Section 14 of this ARTICLE.
 - 4. The Yardman exercises such Yardman's seniority and returns to active service in accordance with the provisions as set forth in Section 15 of this ARTICLE.

Section 14

A Yardman on a Voluntary Reserve Board position must hold themselves available for recall to active service by the Carrier upon fifteen (15) consecutive days of notice. In the event a Yardman is recalled by the Carrier, he/she shall be called in reverse seniority order. Voluntary Reserve Board compensation shall continue for seven (7) calendar days from the date of notification less pay for Saturday and Sunday. Date of notification shall be the date the notice is received or first attempted delivery of Certified Mail Notice to the last address on record with the Carrier, whichever date is earlier.

- A.** A Yardman responding to a telephone recall and marking up immediately thereafter (within four (4) hours of the telephone call), shall be paid eight (8) days pay at the Yard Foreman's daily basic rate of pay which shall be in addition to Voluntary Reserve Board compensation as provided for in this section.
- B.** A Yardman responding to a written recall and marking up immediately thereafter (on the date the recall letter is received or first attempted delivery), shall be paid five (5) days at the regular Yard Foreman's basic daily rate of pay which shall be in addition to Voluntary Reserve Board compensation as provided for in this section.

APPENDIX V (Continued)

ARTICLE 19 - VOLUNTARY RESERVE BOARDS (Continued)

Section 15

A Yardman on a Voluntary Reserve Board position who desires to return to active service shall do so by providing the Carrier with a fifteen (15) calendar day written notice expressing his/her intent to do so.

Section 16

It is understood that when returning to active service, a Yardman cannot combine his/her days spent on a Voluntary Reserve Board position and active service days to exceed 22 starts in his/her start bracket (Norpaul, Argo, Blue Island), and/or a five (5) day work week, (Gibson).