

Circular 1891

MEMORANDUM OF AGREEMENT MADE AT BALTIMORE, MARYLAND,
APRIL 30, 1971, BY BETWEEN THE BALTIMORE AND OHIO
RAILROAD COMPANY, (INCLUDING FORMER BR&P), THE BALTIMORE
AND OHIO GHICAGO TERMINAL RAILROAD COMPANY AND ALL THOSE
CLASSES OF EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS COVERED BY RULES AGREEMENTS EFFECTIVE
JANUARY 1, 1949 (REVISED EFFECTIVE NOVEMBER 15, 1954) AND
MARCH 1, 1955, AS AMENDED.

IT IS HEREBY MUTUALLY AGREED:

I. (a) The Carrier will establish for locomotive engineers in yard or transfer service or combinations thereof a work week of five (5) basic days. Except as otherwise provided in this agreement the work week will consist of five (5) consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers of the Carrier and the representative or representatives designated by the Brotherhood will meet and cooperate in working out details and methods for rebulletining and reassigning jobs to conform with the five-day week. After all initial changes have been made to place the five-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

2. The term "work week" for regularly assigned engineers shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned engineers shall mean a period of seven consecutive days starting with Monday.

3. (a) When service is required by the Carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra or unassigned engineers when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same terminal which shall be the same as those of the engineer or engineers they are relieving.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same terminal which shall be the same-as those of the engineer or engineers they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule agreement rules.

4. (a) ACCUMULATION. Agreements may be made to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(b) DAYS OFF. In cases where day or days off are to be filled which cannot be made a part of a regular yard assignment at an outlying point where no extra board is maintained, such day or days may be filled by using the regular men at that point who have filed notice as provided in Section 9.

(c) NON-CONSECUTIVE DAYS. If the representatives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the Carrier may nevertheless establish non-consecutive days off subject to the right of the employee to process the dispute as a grievance or claim under the rules agreement.

5. OVERTIME - REGULAR OR EXTRA ENGINEERS.

(a) Existing rules which relate to the payment of daily overtime for regularly assigned engineers and practices thereunder are not changed hereby and shall be understood to apply to regularly assigned relief men, except that work performed by regularly assigned relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(b) Regularly assigned yard service engineers worked as such more than five straight time eight-hour shifts in a work week shall be paid one and one-half times the basic straight time rate for such work except:

1. As provided in Section 4(a);
2. When changing off where it is the practice to work alternately days and nights for certain periods;
3. When working through two shifts to change off;
4. Where exercising seniority rights from one assignment to another;

5. Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

(c) Existing rules which relate to the payment of daily overtime for extra engineers and practices thereunder are not changed hereby.

(d) Extra engineers worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work.

(e) In the event an additional day's pay at the straight time rate is paid to an engineer for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in these paragraphs (b) and (d).

(f) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, holiday pay, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(g) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement. nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

(h) While certain provisions of this agreement provide for work at the straight time rate, none of these provisions supersede rules or agreements providing for the payment of time and one-half rate for, work performed on holidays or the engineer's birthdate.

6. VACATIONS. Engineers working under this five-day week agreement will be granted vacations in accordance with the appropriate provisions of the National Vacation Agreement of April 29, 1949, effective July 1, 1949, as amended.

7. Existing weekly or monthly guarantees in yard service producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this agreement shall be construed to create a guarantee where none now exists.

B. (a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this agreement.

(b) An engineer on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the engineer working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regularly assigned engineer in yard service who under schedule rules goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts in yard service from the extra board (excluding the exceptions from the computations provided for in Sections 5(b), (d) and (f) in the work week starting with the Monday in which the change is made.

(d) An extra board engineer who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment but if this results in the engineer working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(e) Except as provided in Section 4 and Sub-sections (b), and (c) of this Section 8, engineers, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Sections 5(b), (d) and (f) in a work week.

(f) Regularly assigned yard engineers who are unable to work five straight time days during their work week account reduction in force or displacement (except as result of a holiday falling within the work week) may place themselves, in seniority order, first-out on the extra board on the first of their two off days and thereafter be subject to the rules governing extra boards in order to be available for work on the sixth and/or seventh day of their work week, provided that service for the first eight hours on either the sixth and/or seventh days will be paid at straight time rate until the engineers have worked five straight time shifts in their work week.; any service in excess of eight hours in a tour of duty will be paid for under the overtime rules.

9. SUPPLEMENTAL ENGINEERS' OFF-DAY LIST.

A supplemental engineers' off-day list may be established for regularly assigned yard engineers who desire to make themselves available for service on their off-days at points where an Engineers' Extra Board is maintained, or at an outlying point as referred to in Section 4(b) where no extra board is maintained. Engineers who desire to perform service from this list will be required to file written notice with the Crew Caller or with the designated Carrier officer and will be marked up in seniority order on the date the list is first established. Engineers may add to or remove their names from, this list by filing written notice by 6:00 PM the day in advance of the first off-day of their work week. They will protect such service, unless they secure per- mission to lay off in the usual manner. Engineers who miss calls or lay off will be placed at the bottom of the list and will not be called again during the remaining portion of their off-days during their work week. Engineers will be called from this list on a first-in, first-out basis provided they have 8 hours or more to work under the Hours of Service Law. Engineers who are not called because they have less than 8 hours to work will retain their respective positions on the list.

10. FILLING OF YARD VACANCIES.

Yard vacancies will be filled in the following sequence:

- (a) Available engineers from the extra board who have not worked five straight-time yard days in their work week.
- (b) Available engineers from the Supplemental Engineers' Off Day List under an application of Section 9 hereof.
- (c) Available extra board engineers who have worked five straight-time days in their work week provided they have eight (8) hours or more to work under the Hours of Service Law.
- (d) Available demoted engineers in seniority order.
- (e) Available assigned yard engineers in seniority order.

11. (a) Engineers will not be removed from yard only extra boards upon having accumulated five straight time yard days in their work week; such engineers will retain their relative standing for calls under Section 10(c).

(b) Engineers assigned to combination yard-road extra boards will not be removed from the extra board upon having accumulated five straight time yard days in their work week; such engineers will retain their relative standing for calls for road service or under Section 10(c).

12. Nothing herein modifies the provisions of Rule 19(i) of the Baltimore and Ohio Railroad Company Proper working agreement.

13. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this agreement in order to implement the operation of the reduced work week on a straight-time basis.

14. In settlement of Organization's Notices of August 25 and 28, 1970, this agreement shall become effective on June 21, 1971, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Baltimore, Maryland, this 30th day of April, 1971.

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

By:
F. M. Hamilton,
General Chairman

APPROVED:

By.
W. H. Jaco
Assistant Grand Chief Engineer

THE BALTIMORE & OHIO RAILROAD
COMPANY, (Including former BR&P),
and

THE BALTIMORE & OHIO CHICAGO
TERMINAL RAILROAD COMPANY:

By:
C. J. Schuler,
Director of Labor Relations.