FIVE-DAY WORK-WEEK RULES
for
YARDMEN
REPRESENTED BY
BROTHERHOOD OF RAILROAD TRAINMEN
ARTICLE 3
of
AGREEMENT “A”
of
MAY 25, 1951
EFFECTIVE JULY 1, 1952
Article 3
FIVE-DAY WORK WEEK
Section 1
(a) Beginning on the date this Agreement becomes effective on any carrier, such carrier will establish, for all classes or crafts of yard service employees covered by this Article 3, subject to the exceptions contained therein, a workweek of forty hours, consisting of five consecutive days of eight hours each, with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article 3.
(b) Due to the necessity of changing existing assignments to conform to the reduced workweek provided for in Section 1, the Carriers will, prior, to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.
(1) Railroads or portions thereof on which yard assignments are bulletined:
Listing the days off of regular assignments and advertising regular relief assignments.
(2) On properties or portions thereof operating; under the strict seniority or mark-up plan yard service employees shall select and be assigned “days off” periods as provided for below:
(a) Listing regular assignments according to service requirements.
(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven choices of their preferred “days off” period and the local chairman and local officers will cooperate in assigning the employees their “days off” period in accordance with their seniority. After “days off” have been assigned yard service employees will exercise seniority on the days of their workweek in accordance with rules or practices in effect on individual properties or yards.
(c) After the “days off” periods have been assigned as referred tor in Section 1(b) (2) (b) days off periods assigned to individual employees shall remain unchanged except when a vacancy occurs in a “days off” period, a new assignment is created, or when affected by a force reduction.
Employees exercising seniority to other “days off” periods will be governed by the provisions of Section 11(b).
(d) Extra men will be handled in accordance with Section 6.
(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employees may exercise seniority rights to select the assignment, or days off of their choice.
(4) After assignments as referred to in Section 1(b)(1)
and Section 1 (b)(2)(a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

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

Section 3
(a) When service is required by a carder 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 employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency or unassigned employees.) 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 seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(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 seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(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) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employees
will cooperate in designating days off of individual members of a crew.
NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.
(f) 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 on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4
At points where it is not practicable to grant two consecutive days off in a workweek to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.
If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish nonconsecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish nonconsecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5
On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.
Employees selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided. Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their workweek in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different 'days off' periods will be governed by the provisions of Section 11 of this Article 3.
Employees selecting yard service under this Section 5 will be considered as not available for road service during any workweek except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5. (NOTE: In instances where because of the limited amount of work-involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.)

Section 6
Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7
(a) In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.
(b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property;
(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the workweek to provide them an opportunity to work five straight time shifts during the workweek, provided:
(1) that such yard service employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7, (2) that such yard service em—ployees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for it straight time rates, until such employee or employees have worked five straight time shifts in that workweek, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8
(1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices there under are
not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply:

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on hourly or daily basis and not to service paid on mileage or read basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employees paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE (1): On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): The adoption of this rule shall not affect say existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

NOTE (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "OVERTIME RATE IN YARD SERVICE — EXTRA MEN", and providing for pay at time and one-half, without exception, to extra yard men performing a second tour of duty in a 24-hour period,
the Employees' Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employees worked more than five straight time eight-hour shifts in yard service in a workweek shall be paid one and one-half times the basic straight time rate for such excess work except:

(a) Where days off are being accumulated under Section 4 of this Article 3;
(b) When changing where it is the practice to work alternately days and nights for certain periods;
(c) When working through two shifts to change off;
(d) Where exercising seniority rights from one assignment to another;
(e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee 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 this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

NOTE (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "OVERTIME RATE IN YARD SERVICE — EXTRA MEN", and providing for pay at time and one-half without exception, to extra yard men performing a second tour of duty in a 24-hour period, the Employees' Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employees worked more than five straight time eight-hour shifts in yard service in a workweek shall be paid one and one-half times the basic straight time rate for such excess work except:

(a) Where days off are being accumulated under Section 4 of this Article 3;
(b) When changing where it is the practice to work alternately days and nights for certain periods;
(c) When working through two shifts to change off;
(d) Where exercising seniority rights from one assignment to another;
(e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee 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 this paragraph (3).

(4) 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 (3) of this
Section 8, be utilized in computing the five straight time
eight-hour shifts referred to in such paragraph (3) of this
Section 8, nor shall time paid for in the nature of arbitraries
or special allowances such as attending court,
inquest, investigations, examinations, deadheading, etc.,
be utilized for this purpose, except when such payments
apply during assigned working hours in lieu of pay for such
hours, or where such time is now included under existing
rules in computations leading to overtime. Existing rules
or practices regarding the basis of payment of arbitraries
or special allowances such as attending court, inquests,
investigations, examinations, deadheading, etc., also for
calls, basic day, transfer time, stand by time, and compensation
therefore, preparatory time, starting time (except as
otherwise provided iii Section 3) and similar rules are not
affected by the provisions of this Article 3.

(5) Any tour of duty in road service shall not be considered
in any way in connection with the application
of the provisions of this Article 3, nor shall service under
two agreements be combined in any manner in the application
of this Article 3.

Section 9
Beginning on the date this Agreement becomes effective
on any carrier, the Vacation Agreement dated April 29,
1949, effective July 1, 1949, shall be amended as to such
carrier to provide the following insofar as yard service
employees and employees having interchangeable yard
and road rights covered by said agreement, who are represented
by the Brotherhood of Railroad Trainmen, are
concerned:

Section 1(a) — 1(b). Add:
In the application of section 1(a) and 1(b) each basic
day in yard service performed by a yard service employee
or by an employee having interchangeable yard and road
rights shall be computed as 1.2 days for purposes of determining
qualifications for vacation.
Qualifying years accumulated, also qualifying requirements
for years accumulated for extended vacations, prior
to the calendar year in which Agreement “A” becomes
effective, shall not be changed.

Section 1(d). Add
NOTE: The 60 and 30 calendar days referred to herein
shall not be subject to 1.2 computation provided for in
Sections 1(a) and 1(b).

Section 2(a). Add:
YARD SERVICE
An employee receiving one week’s vacation, or pay
in lieu

rules in computations leading to overtime. Existing rules
or practices regarding the basis of payment of arbitraries
or special allowances such as attending court, inquests,
investigations, examinations, deadheading, etc., also for
calls, basic day, transfer time, stand by time, and compensation
therefore, preparatory time, starting time (except as
otherwise provided iii Section 3) and similar rules are not
affected by the provisions of this Article 3.
Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

Section 9
Beginning on the date this Agreement becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

Section 1(a) — 1(b). Add:
In the application of section 1(a) and 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation. Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement “A” becomes effective, shall not be changed.

Section 1(d). Add
NOTE: The 60 and 30 calendar days referred to herein shall not be subject to 1.2 computation provided for in Sections 1(a) and 1(b).

Section 2(a). Add:
YARD SERVICE
An employee receiving one week’s vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic day’s pay at the rate of the last service rendered.

COMBINATION OF YARD AND ROAD SERVICE
An employee having interchangeable yard and road rights receiving one week’s vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six (6) minimum basic days’ pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days’ pay at the rate of the last yard service rendered.

Section 2(b). Add:
YARD SERVICE
An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/20 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

COMBINATION OF YARD AND ROAD SERVICE
An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/20 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Section 9. Add:
With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service such additional vacation days shall be reduced by 1/6th.

GENERAL
Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

Section 10
Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 11
(a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.
(b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another “days off” period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or “days off” period of his choice, and will take the conditions of that assignment or “days off” period, but will not be permitted to work more than five (5) straight time eight-hour shift’s, as referred to in paragraph (d) of this Section, in
the workweek of the assignment or “days off” period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those day; he may be used to work those days at the straight time rate.  
(c) An employee on a yard extra board 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 condition of that assignment.

An employee on a regular or regular relief assignment who goes

minimum basic days’ pay at the rate of the last yard service rendered.

Section 9. Add:
With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service such additional vacation days shall be reduced by 1/6th.

GENERAL
Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

Section 10
Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 11
(a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.
(b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another “days off” period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or “days off” period of his choice, and will take the conditions of that assignment or “days off” period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the workweek of the assignment or “days off” period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those day; he may be used to work those days at the straight time rate.
(c) An employee on a yard extra board 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 condition of that assignment.

An employee on a regular or regular relief assignment who 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, as referred to in paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in paragraphs (b) and (c) of this Section, employees, 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 Section 8, paragraphs (3) and (4)) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employee, in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12
(a) Where reference is made in this Article 3 to the term “yard service” it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.
(b) Section 3(e) and Section 5 of this Article 3 shall not apply to:
Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
Levermen
Switchtenders (sometimes, classified as Switchmen)
(c) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 13
Existing rules and practices, including these relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or “mark-up-boards”, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 14
The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

MEMORANDUM OF AGREEMENT between the Chicago, Burlington & Quincy Railroad Company, hereinafter called the “Carrier” and the Brotherhood of Railroad Trainmen, hereinafter called the “Organization”. In disposition of all the issues involved in connection with the Union Membership notice served upon the Carrier on January 30, 1951, by the Organization, under Section 6 of the amended Railway Labor Act, it is agreed that:
1. Within sixty (60) days following the first day of compensated service or sixty (60) days following the effective date of this agreement whichever is later, each employee who is subject to the provisions of the collective agreement between the parties hereto, applicable to Road Trainmen, bearing date of December 1, 1941, or agreement
between the parties hereto, dated December 1, 1941, applicable to yardmen and Switchtenders, shall as a condition of continued employment, become and remain a member of the Organization.

Provided: That this agreement shall not require such condition of employment in the case of employees to whom Organization membership is not available upon the same terms and conditions as are generally applicable to other members, or in the case of an employee to whom membership has been denied or terminated for any reason other than failure of the employee to pay the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

Provided Further: That any employee who is subject to the provisions of said collective agreements need not become a member of or retain membership in the Organization party hereto if he shall hold or acquire membership in any one of the Railway Labor Organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting to membership employees of a craft or class engaged in the services or capacities within the jurisdiction of the First Division of the National Railroad Adjustment Board. Any Road Trainman, Yardman or Switchtender, who is employed as such on the effective date of this agreement, who is not a member of a labor Organization, national in scope, organized in accordance with the Railway Labor Act as amended and admitting to membership Road Trainmen, Yardmen or Switchtenders, may, at the option of the Brotherhood of Railroad Trainmen, as a condition of continuing his employment, be required to become a member of the Organization party hereto, in conformity with this requirements of Section 1 hereof.

2. Upon receipt of a demand from the Organization party hereto, served in accordance with the requirements of Section 3 of this agreement, that an employee be removed from the Carrier’s service for failure to pay the periodic dues, initiation fees or assessments referred to its Section 1 hereof, the Carrier will cause such action to be taken within thirty (30) days from the date of receipt of such demand (if it is not in the interim withdrawn) except in the case of an employee for whom replacement is not available or cannot be made available, in which case the employee referred to in the demand of the Organization may be continued in service until he can be relieved.

Provided:
(a) No such demand shall be served until thirty (30) days have elapsed after return to the Carrier’s service of an employee who has been absent from duty following:
   (1) A properly approved leave of absence of thirty (30) days or more, or
   (2) Disability of thirty (30) days or more resulting from sickness or injury.
(b) No such demand shall be served until thirty (30) days have elapsed subsequent to the return of an employee to service in a class or craft covered by the collective agreements between the parties hereto who holds seniority therein, from employment in a supervisory or official capacity.
(c) No such demand shall be served at any time involving
an employee whom the Carrier is required by
State or Federal statute to retain in its service,
3. The demand for the removal of an employee from
the Carrier's service under the provisions of Sections 1 and
2 hereof must be on the form attached hereto as Appendix
1. Such demands must be served upon the highest officer of
the Carrier who is designated to handle claims and grievances
involving employees represented by the Organization
party hereto, and must be signed by that Organization's
General Chairman.
4. Rules pertaining to grievances, discipline and
investigations shall not be applicable to employees who
are dismissed from the Carrier's service under the provisions
of this agreement.
5. Neither this agreement nor any provision contained
therein shall be used as a basis for time or money claims
against the Carrier, nor shall any provision of any other
agreement between the parties hereto be relied upon in
support of any claim that may arise as a result of the
application of this agreement.
The provisions of this agreement shall become effective
August 16, 1951, and shall continue thereafter subject to
automatic termination upon the writing of thirty (30)
days' written notice by one party upon the other party.
Signed at Chicago, Illinois, this 16th day of August, 1951.
FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:
V.R. ROBERTS
General Chairman
FOR THE CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY:
J. E. WOLFE
Asst. to Vice-President – Labor Relations