

AGREEMENT

between

NORFOLK SOUTHERN RAILWAY COMPANY

And

YARDMASTERS

represented by

UNITED TRANSPORTATION UNION - YARDMASTER DEPARTMENT

Applicable to the following territory:

[NORFOLK SOUTHERN RAILWAY COMPANY, CENTRAL OF GEORGIA RAILROAD COMPANY, CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY COMPANY, ALABAMA GREAT SOUTHERN RAILROAD COMPANY (Including NO&NE District), NEW ORLEANS TERMINAL COMPANY, GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY, NICKEL PLATE RAILROAD COMPANY, WABASH RAILROAD COMPANY, PENNSYLVANIA RAILROAD COMPANY, WHEELING & LAKE ERIE RAILWAY COMPANY, AND VIRGINIAN RAILWAY COMPANY]

Revised as of April 26, 2000 to include rules revisions, certain Agreements, and interpretations agreed to subsequent to July 21, 1948.

It is and has been the policy of the parties signatory hereto that the provisions of this Agreement be applied to all employees covered by this agreement without regard to race, creed, age, sex or national origin.

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RULE 1

SCOPE

[NOTE: SECTION 1, PARAGRAPHS (A), (B), (C), (D), (E), AND (F) BELOW ARE APPLICABLE ONLY TO FORMER SOUTHERN RAILWAY COMPANY, CENTRAL OF GEORGIA RAILROAD COMPANY, CINCINNATI, NEW ORLEANS & TEXAS PACIFIC RAILWAY COMPANY, ALABAMA GREAT SOUTHERN RAILROAD COMPANY (Including NO&NE District), NEW ORLEANS TERMINAL COMPANY, AND GEORGIA SOUTHERN & FLORIDA RAILWAY COMPANY LOCATIONS]

SECTION 1

(A) Except as provided hereinafter, this Agreement applies to yardmasters when employed at the following locations:

Albany, GA	Greenville, SC
Atlanta, GA	Greensboro, NC
North Tower	New Orleans, LA
South Yard	Chalmette
Industry Yard	Raleigh, NC
Asheville, NC	Richmond, VA
Birmingham, AL	Rome, GA
Main Tower	Savannah, GA
Pull Out Tower	Selma, AL
27th Street	Sheffield, AL
Bulls Gap, TN*	Winston-Salem, NC
Charleston, SC	Knoxville, TN
Charlotte, NC	Main Tower**

Chattanooga, TN	Pull Back Tower
Main Tower	City Yard
Pull Out Tower	Lynchburg, VA
Chesapeake, VA	Macon, GA Main Tower
Cincinnati, OH	North Tower
Columbia, SC	Memphis, TN
Columbus, GA	Meridian, MS
Danville, KY	Monroe, VA
Danville, VA	Spencer, NC
	Linwood Yard

Position to be attained upon retirement of incumbent.

** These positions to come under the scope of the yardmaster Agreement upon attrition of incumbents.

(B) The parties further recognize that the following listed positions, worked by a general yardmaster, terminal trainmaster or agent terminal control, are excepted from the scope of this Agreement and such positions may continue to perform such duties as have heretofore been required of them:

<u>Location</u>	<u>Shift</u>
Albany, GA	1st shift
Atlanta, GA	
South Yard	2nd and 3rd shift

Birmingham, AL	
Main tower	1 each shift plus relief
Charleston, SC	1st shift
Chattanooga, TN	
Main Tower	1 each shift plus relief
Cincinnati, OH	
South End	1 each shift plus relief
Danville, KY	1st shift
Danville, VA	1st shift
Knoxville, TN	
Main Tower	1 each shift plus relief
Linwood Yard, NC	
Main Tower	1 each shift plus relief
Lynchburg, VA	1st shift
Macon, GA	
Main Tower	1 each shift plus relief
Meridian, MS	3rd shift
Monroe, VA	1st shift
Richmond, VA	1st shift
Rome, GA	1st shift

Selma, AL	1st shift
Sheffield, AL	1st shift
Winston-Salem, NC	1st shift

(C) General yardmasters or terminal trainmasters at the following locations are recognized as being exempt from the provisions of this Agreement:

Anniston, AL
Atlanta, GA
Main Tower
Piggyback Yard
Armour-North Yard
Augusta, GA
Birmingham, AL
Finley Yard
Chattanooga, TN
Chattanooga Traction
New Orleans, LA
Oliver Yard, Main Tower
Old Spencer, NC

(D) It is understood no positions of general yardmasters or terminal trainmasters, other than those listed in Sections (B) and (C) of this Rule, shall be established at any point in the future and be permitted to perform any yardmasters work except by mutual agreement between the representatives of the employees and the management.

Present hours and duties of existing excepted positions shall not be changed for the purpose of absorbing the work of employees covered by the scope of this Agreement if it results in abolishing positions covered herein.

Nothing herein shall be construed as preventing Carrier in the future from establishing positions of general yardmasters or terminal trainmasters at their discretion, provided such positions as may be so established are confined exclusively to general supervisory duties and not perform any direct supervision of yard crews of the type generally recognized as yardmasters work, it being understood that the rules of this Agreement shall not apply to any such positions that may be so established in the future.

(E) At Chalmette-New Orleans, Louisiana:

- (1) A yardmaster position will be established (seven days per week) on the first and third shifts at Oliver Tower and are subject to the provisions of the Schedule Agreement. Off days will be filled by relief yardmasters.
- (2) The second shift six-day position of general yardmaster or terminal trainmaster at Oliver Tower in New Orleans, Louisiana will continue to be exempt from the provisions of the agreement between the parties. The off day of the assignment will be filled by a yardmaster under the scope of the Agreement.
- (3) General yardmasters or terminal trainmasters at Chalmette, Louisiana are recognized as being exempt from the provisions of the Schedule Agreement and shall perform the necessary yardmaster duties.
- (4) Compensation to yardmasters employed at Oliver Tower will be at the rate applicable to Group II locations in Schedule "A" of the Agreement between the parties.

(F) At Louisville, Kentucky:

- (1) Yardmasters at Louisville, Kentucky will be governed by the rules and scope of the current Agreement between the Organization and Southern Railway and its affiliated lines.
- (2) One position on each shift, plus relief, will be filled by general yardmasters or terminal trainmasters who are exempt from the provisions of the Agreement between the Organization and Carriers listed herein.
- (3) Louisville, Kentucky yardmasters located in the tower, and at the Fairgrounds, will be compensated at the rate applicable to Group I locations in Schedule A of the Agreement.
- (4) Yardmasters who establish seniority or have established seniority at Louisville will have seniority on the Western Division with prior rights at Louisville, Kentucky, and this will be notated on subsequent seniority rosters.

SECTION 2

[RYA National Mediation Agreement (Case A-10183) of September 21, 1978]

The duties and responsibilities of a yardmaster include:

(1) Supervision over employees directly engaged in the switching, blocking, classifying and handling of cars and trains and duties directly incidental thereto that are required of the yardmaster in a territory as designated by the Carrier.

(2) Such other duties as assigned by the Carrier.

(a) The purpose of this Agreement is to enumerate the principal duties customarily and traditionally performed by the craft of yardmasters.

(b) In the application of this Agreement it is not intended to eliminate any existing rights of the respective parties under the applicable Collective Agreement.

NOTE: The use of the word Agreement in (a) and (b) above refers solely to the provisions of this Rule 1, Section 2.

RULE 2

SECTION 1 HOURS OF ASSIGNMENT

(A) Eight hours, exclusive of the meal period, shall constitute a days work.

Where three shifts are employed, lunch period of twenty (20) minutes will be afforded without deduction therefore. Where one or two shifts are employed, length of lunch period not to exceed one (1) hour will be fixed by the management, and, if in excess of twenty (20) minutes, eight hours, exclusive of meal period, will constitute a day's work. If required to work the meal period, will be paid therefore at pro rata rates.

A meal period will be assigned between the beginning of the third and end of the sixth hour of a tour of duty. The time of the assigned meal period may be changed within the above limits by twenty-four (24) hours notice.

(B) Where three shifts are worked covering the twenty-four (24) hour period, the starting time of the first shift shall not be earlier than 6:00 a.m. no later than 8:00 a.m.

(C) Regularly assigned yardmasters shall each have a fixed starting time and the starting time will not be changed without at least forty-eight (48) hours advance notice. No shift shall have an assigned starting time between 12:00 midnight and 6:00 a.m.

(D) When a yardmaster on duty is relieved because of illness, he will be paid for actual time from time reporting for duty to time relieved. The yardmaster relieving him will be paid not less than a minimum day at the rate applicable to the position worked.

(E) Relief or extra yardmasters will be paid at the rate of position worked.

(F) Wages shall be in accordance with Schedule A attached.

The daily rate is determined by multiplying the monthly rate by 12 and dividing by 261, rounding the nearest cent.

The straight time hourly rate is determined by dividing the monthly rate by 174, rounding to the next highest quarter cent.

Time and 2 figures on actual fraction, rounded to next highest quarter cent.

Cents-per-hour wage adjustments made on the basis of 200 hours per month.

(G) Yardmasters will not be required to work more than sixteen (16) consecutive hours.

SECTION 2 RATE PROGRESSION - FIRST 60 MONTHS

(A) Employees entering service on positions covered by the Organization signatory hereto shall be paid as follows for the first sixty(60) calendar months of service:

(1) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA).

(2) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(3) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(4) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(5) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).

(6) Employees who have had an employment relationship with the Carrier and are rehired will be paid at established rates after completion of a total of sixty (60) months combined service.

(7) Service with the Carrier in a craft represented by another Organization shall also be included in determining periods of employment under this Rule.

(8) An employee who has had a previous employment relationship as a yardmaster with a Carrier and is subsequently hired by another Carrier shall be covered by this Article. However, such employee will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed as a yardmaster provided that such compensated service last occurred within one year from the date of subsequent employment.

(9) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

(B) Rate Progression Adjustment for Promotion

(1) An employee subject to rate progression under Paragraph (A) shall have his position on the rate progression scale adjusted to the next higher level upon promotion to yardmaster.

(2) The next adjustment to an employees position on the rate progression scale after the adjustment specified in Paragraph (B) (1) above shall be made when such employee completes twelve (12) calendar months of employment [as defined in Paragraph (A) above] measured from the date on which that employee would have attained the position on the rate progression scale pursuant to Paragraph (A) above.

SECTION 3 TRAINER ALLOWANCE

(A) It is agreed that yardmasters will be paid a frozen allowance of \$15 for each tour of duty that they are instructed to train other employees in the Carriers yardmaster training program. This allowance is in lieu of any other payment under any other agreement or practice.

(B) No more than one trainer allowance will be paid in connection with the training of the same trainee during the same shift. Each trainee will be assigned to train with one yardmaster per tour of duty. However, if a trainee is trained for more than 30 minutes beyond one shift (into a subsequent shift), then the trainer allowance will also be paid to the yardmaster on the subsequent shift who is also training the trainee. Additionally, if one trainee is being trained at one location at a terminal and another trainee is being trained at another location at the same terminal by another yardmaster on the same shift, each yardmaster trainer will be paid a trainer allowance.

(C) Among other things, such training shall encompass all of the duties and responsibilities of a yardmaster for safe and efficient operations. The yardmaster trainer will make any required reports relating to trainees under his/her direction.

RULE 3

OVERTIME

(A) All time worked by regularly assigned yardmasters in excess of eight (8) hours in a 24-hour period (such 24-hour period to be computed from regular starting time), shall be paid for on the actual minute basis at time and one-half rate. Time consumed in making transfer shall not be counted as overtime.

(B) Extra yardmasters shall be allowed pay at time and one-half rate for all time worked in excess of eight-hours continuous service. (Under this rule, if an extra employee doubles from one shift to another, he will be paid time and one-half for the second tour of duty, but if there is an interval of eight hours, he will be paid straight time for the second tour of duty in a 24-hour period.)

RULE 4

REST DAYS

[Adopted from Five Day Work Week Agreement of 5/11/71]

(A) Two regular rest days each week, designated by the Company, shall be assigned to each position. Consistent with requirements of the service, due regard shall be given to the preference of the regular yardmasters, in seniority order, in fixing the rest days for their positions.

Such assigned rest days shall be the same days each week and shall be consecutive to the fullest extent possible. The Carrier may assign non-consecutive days off to a position whenever consecutive days off would cause or necessitate working a yardmaster with reasonable regularity in excess of 5 days per week.

(B) Regularly assigned yardmasters required to perform service on either or both of the rest days assigned to their positions will be paid therefore at rate of time and one-half.

(C) The term rest days as used in this agreement means that for a regularly assigned yardmaster seventy-two (72) hours, and for

a regularly assigned relief yardmaster (who performs five (5) consecutive days yardmaster service) fifty-six (56) hours, shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term rest days will not apply in the case of transfers due to yardmasters exercising seniority.

(D) Where relief requirements regularly consist of five (5) days work per week, relief yardmaster positions will be established and filled in accordance with Agreement rules.

Where relief requirements regularly consist of four (4) days work per week, relief yardmaster positions providing for four (4) days work per week, many, by agreement with the general chairman, be established and filled in accordance with agreement rules. Employees assigned to such positions will have preference over extra yardmasters, including the guaranteed extra board, for available extra work covered by this agreement to the extent of one day per work week.

(E) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees in the same home terminal.

(F) A regularly assigned yardmaster transferring from one regular position to another regular position assumes the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position:

EXAMPLE: A yardmaster transfers from position having Wednesday and Thursday as rest days to position having Saturday and Sunday as rest days. First day worked on position to which transferred was Monday. He will be paid on straight time basis from Friday of preceding week to and including Friday of current week.

(G) Nothing in this Agreement shall be construed to require the fill in of an assignment on the days off of the regularly assigned yardmaster where the work can be absorbed by other yardmasters then on duty.

(H) Any tour of duty worked by an extra or unassigned yardmaster in the exercise of his rights in another craft or

class will not be considered in any way in connection with the application of the provisions of this Rule.

(I) Nothing in this rule shall be construed create a guarantee of any number of hours or days of work.

RULE 5

SECTION 1 ESTABLISHMENT OF SENIORITY

(A) Employees will establish seniority as yardmaster in one of the following ways:

(1) When appointed by bulletin to a regular yardmaster position.

(2) Employees used as yardmasters will acquire yardmaster seniority after having performed (30) shifts service. The parties recognize the Carriers right to disqualify such employees prior to completion of the thirty shifts. The seniority of such yardmaster will date from the first day of yardmaster training. **SEE SIDE LETTER.**

In the event two or more employees establish seniority on the same calendar date, their roster standing shall be determined by their earliest date of continuous service with the Carrier and second, by whose birthday comes earliest in the calendar year.

(B) It is understood and agreed that if such employee whom the Management has been using, under Section (A) (2), to perform extra yardmaster work is available, and the Management does not use him for additional extra work (for which there is no employee holding seniority as yardmaster available), the shifts previously worked as yardmaster by such employee will thereafter be disregarded in computing days under Section (A) (2) of this Rule. If such employee is thereafter again used as yardmaster he will commence another thirty-shift period under Section (A) (2).

(C) Nothing in this Rule prohibits the Carrier appointing by bulletin any employee of its choice regardless of whether he has previously performed yardmaster work.

(D) Seniority lists will be posted or made available electronically in each yard office each year during the month of January at each point where yardmasters are employed. Copy of each list will be made available each year to the Local and General Chairmen.

(E) Seniority of yardmasters will be restricted to the district on which employed. On NSR, yardmasters who establish seniority subsequent to June 30, 1980 shall not establish a prior right thereby but shall establish seniority rights in the initial yard or terminal where promoted for the purposes of Rule 6 of this Agreement.

SECTION 2 CONSOLIDATION OF SENIORITY DISTRICTS

(A) Yardmasters from Seniority District 2, Seniority District 3, New River District (former Virginian), and Norfolk Terminal (former Virginian) seniority rosters will be consolidated into a new Seniority District 3 as described below based on their respective seniority dates as yardmaster shown on their respective rosters.

(B) "PRNKP" yardmasters on District 2 will be dovetailed with "PRNKP" yardmasters on District 3. "PRCRC" yardmasters on District 2 will be dovetailed with "PRCRC" yardmasters on District 3. Dual rights yardmasters from District 2 will be dovetailed with dual rights yardmasters on District 3. Yardmasters with seniority on New River District and Norfolk Terminal District prior to the date of this Agreement will be dovetailed with "PRNKP" yardmasters on District 3 roster with no prior rights to assignments.

(C) The new District 3 roster will designate each yardmasters prior rights to former NSR, or CRC assignments on the seniority district using the designations "PRCRC", and "PRNKP". Yardmasters who establish seniority on or after the date of this Agreement will be placed on the bottom of the new District 3 seniority roster with no prior rights to any assignments. Current dual rights yardmasters presently on District 2 and District 3 continue to have no prior rights to any alignments.

(D) The consolidation of the seniority rosters in this Section 2 is not in any way connected to any transaction pursuant to Surface Transportation Board (or prior Interstate Commerce Commission) authority and no protective conditions are applicable in connection therewith. Consolidating Districts 2

and 3 is not intended to create any protection where none exists nor diminish any existing protection.

RULE 6

EXERCISE OF SENIORITY

(A) Regularly Assigned Yardmasters

[Also see Article IV(C) and Article VI of Conrail NKP Implementing Agreement]

(1) A yardmaster will be permitted to exercise his seniority rights, i.e., by displacing a yardmaster his junior provided such yardmaster is qualified for the position desired, and if he does make a displacement, he will hold the position selected for six months before being allowed to again exercise his seniority rights. Claiming a temporary vacancy or being the successful bidder on a permanent vacancy does not start a new six month period.

(2) Displacement rights as provided by this Rule shall be made upon no less than five (5) calendar days notice.

(3) (a) [Applicable to NSR] A yardmaster may exercise seniority displacement rights to another yard or terminal within his expanded seniority district only when he has insufficient seniority to secure a regular position within his respective yard or terminal, subject to schedule displacement rules and after he has established his qualifications.

(b) [Applicable to Nickel Plate - District 3] A yardmaster may exercise seniority displacement rights to another yard or terminal within his expanded seniority district to secure a regular position, subject to schedule displacement rules, after he has established his qualifications, provided that there is a qualified yardmaster to take his place.

(4) When a regular yardmaster assignment is annulled for one day or more, the yardmaster filling such assignment will be given notice not later than six (6) hours before the bulletined starting time.

(a) When a yardmaster assignment is annulled on any day or days including holidays, the yardmaster filling such assignment may exercise his seniority by temporarily displacing a junior yardmaster within his own terminal only for the day or days such assignment is annulled.

(b) A junior yardmaster temporarily displaced as permitted in Paragraph 4(a) above may exercise his seniority in the same manner by temporarily displacing a junior yardmaster for the day or days so displaced from his assignment.

(c) If a yardmaster whose assignment is annulled, or a yardmaster who is displaced as the result of the annulment of an assignment, is unable to displace a junior yardmaster as hereinabove permitted, he will assume the status of an extra yardmaster for the period of the annulment.

(d) In every case where a yardmaster exercises a temporary displacement as herein permitted, it is understood that such yardmaster must, at the end of the temporary displacement period, return to and thereafter perform service on the assignment he was filling at the time he exercised temporary displacement rights. The end of the temporary displacement period is understood to be the end of the tour of duty of the assignment to which such yardmaster exercises seniority under the above rules.

(e) If a yardmaster whose assignment is annulled, is able to displace a junior assigned yardmaster, but does not do so, he will be considered as remaining on the assignment he was filling on the date for which the annulment took place, and will not assume extra board status.

(f) It is understood that Carrier will not be liable for overtime payments when a yardmasters temporary exercise of seniority or displacement results in his protecting his own job on short rest.

(g) In the event that it is known in advance that an assignment will be annulled for two or more consecutive days, the yardmaster holding such assignment may properly be advised of such in the initial notification.

(h) The temporary exercise of seniority under this rule will be for the duration of the annulment only, and in no way affects a yardmasters six month displacement rights under Rule 6(A) (4) (d).

(i) It is understood that this rule is not intended to alter the provisions of Rule 10(B) requiring not less than ten calendar days notice of job abolishment's.

(B) Unassigned Yardmasters

(1) An unassigned yardmaster will be subject to Rules 8(B), 6(B)(3) and 6(B)(4) in the yard or terminal within which he initially established seniority as yardmaster.

(2) An unassigned yardmaster will not stand for service in other than his initial yard or terminal except in the exercise of seniority on a bulletin vacancy.

(3) An employee holding seniority as yardmaster, but not regularly assigned as such, who is available, and has sufficient rest, will forfeit seniority as yardmaster if he declines service as yardmaster, unless prevented from taking such position by bona fide personal sickness, or unless satisfactory arrangements are made with officer in charge, which arrangements will not be made except for good and sufficient reason.

(4) An employee holding seniority as yardmaster, but not regularly assigned as such, who by reason of seniority and qualifications stands for a regular assignment, but does not take it, will be deemed to have declined service as yardmaster, and will forfeit seniority as such, unless prevented from taking such position by bona fide personal sickness, or unless he obtains a leave of absence under Rule 9 of this agreement, and does not, during such leave, engage in other service with the Carrier in a grade below that of assistant yardmaster. [Rule B(1) and B(2) effective 4/29/80]

(5) A yardmaster who gives up or forfeits seniority as a yardmaster will not again be allowed to work as a yardmaster for a six month period except by agreement with the General Chairman.

(C) Applicable to Regularly Assigned and Unassigned Yardmasters
[Effective 4/29/80]

(1) A yardmaster may exercise seniority to a bulletined vacancy in another yard within his seniority district pursuant to the schedule bulletin rules and after establishing his qualifications at that yard. [See exception in Article V of

Conrail NSR Implementing Agreement and Article VI of Conrail
NKP Implementing Agreement]

(2) Prior rights shall prevail in the exercise of seniority pursuant to this agreement.

RULE 7

PERMANENT VACANCIES AND NEW POSITIONS

(A) Permanent vacancies and newly created positions shall be bulletined for five (5) days. The oldest qualified yardmaster, relief or extra yardmaster making application for same in writing shall be assigned to the position at the expiration of the bulletin period. During the bulletin period, the position shall be filled in accordance with Rule 8 of this agreement.

(B) When an extra job has been worked five (5) days in succession, it shall, in the event it is worked beyond five (5) days be bulletined on the seventh day as a new position, and filled in accordance with Section (A) above.

NOTE: This does not prevent the Company from canceling such bulletin at any time.

RULE 8

SECTION 1 TEMPORARY VACANCIES

[Rule 8(A) through 8(D) effective 8/3/79]

[Rule 8(E) effective 4/2/80]

(A) Temporary vacancies shall be filled as provided for in Rules 8(B) and 8(C), except that such vacancies known to be for five (5) working days or more duration, or having existed for three (3) working days, shall be filled by the oldest qualified yardmaster, relief, or extra yardmaster making application not less than six hours prior to the starting time of the vacancy.

In the matter of vacancies known to be for five working days or more duration or having existed for 3 working days, vacation time shall be included.

(B) Except as otherwise provided in this agreement, the oldest available extra employee will perform all extra work, except as provided in Rule 8(C) of this Agreement, and he will not be allowed to work two consecutive shifts or begin a second tour of duty with less than 8 hours of rest when yardmasters are available as provided in Rule 8(C).

(C) Extra Yardmasters:

- (1) Who are out of place for a call will be held off yardmaster work for 24 hours.
- (2) Who mark off on a call must remain off yardmaster work for at least 16 hours.
- (3) Work week for extra yardmasters will be Monday - Sunday.
- (4) Off days for extra yardmasters need not be consecutive.
- (5) An extra yardmaster who has made five eight-hour straight time days in a work week will be placed on a 5-day board and will not be called for any further yardmaster work during that week, unless entitled to same by virtue of seniority right to overtime.
- (6) Steps to be followed when filling temporary vacancies:
 - (a) Guaranteed extra board at straight time rate,
 - (b) Unassigned (extra) yardmaster at straight time rate,
 - (c) Senior available yardmaster at overtime rate who has requested extra work in writing will be called in seniority order. If no one volunteers to fill vacancy, junior available yardmaster will fill it.

(D) Regularly Assigned Yardmasters:

- (1) Who have requested extra work, in writing, and refuse same will not be allowed to work until the expiration of the shift for which refusal was made.
- (2) Who are marked off for any reasons, must mark up at least six (6) hours prior to the scheduled starting time of their assignment.

(E) When filling temporary vacancies pursuant to Rule 8 of the Schedule Agreement the following calling procedures shall apply:

(1) The employee standing for the vacancy shall be given a two hour advance call, as near as possible.

(2) If the employees standing for the call fails to timely respond he shall be held off yardmaster work pursuant to the provisions of Rule 8 and the next employee in line for the vacancy shall be called in his stead.

(F) Extra yardmasters at Bellevue, OH will also protect temporary vacancies at Sandusky, OH.

SECTION 2 GUARANTEED EXTRA BOARDS (GEB)

(A) It is agreed that the Carrier may establish yardmaster guaranteed extra boards (GEB) in accordance with the provisions of this agreement, unless otherwise agreed to by the parties:

(1) GEB positions will be advertised pursuant to the bulletining rule of the controlling Agreement at the locations involved. The provisions of the National Force Reduction Rule shall govern when a GEB position is abolished, except the ten (10) day advance notice is reduced to five (5) calendar days advance notice. Reductions of the GEB will be made so that Friday will be the last work day of the occupant. The Carrier shall have the right to determine the size of the GEB. When a GEB is established or reestablished, the General Chairman will be notified.

(2) A GEB yardmaster will be paid the rate of pay assigned to the position worked. GEB guarantee daily rate of pay is \$170.00, to be increased by future wage increases. A GEB yardmaster used in accordance with Section 10 of this Agreement will be paid not less than the highest yardmaster rate of pay in the terminal where service is performed. However, when a GEB yardmaster is used to fill vacancies on non-agreement positions, he will be paid the highest yardmaster rate of pay in the terminal where service is performed plus ten percent at straight time rate regardless of the number of hours worked.

Vacation for GEB yardmasters will be paid at the rate of the last assignment worked prior to the vacation.

(3) GEB yardmasters will be called and used on a first-in, first-out basis for all extra yardmaster work.

(4) GEB yardmaster work-week will begin on Monday and conclude on Sunday. Employees assigned to the GEB will be paid a minimum of forty (40) straight time hours for each work-week, for which they are fully available. Such employees must be available for call during the period beginning two hours prior to the earliest starting time for each trick, and ending one hour after the latest starting time for each trick. The forty (40) hour guarantee will be reduced by eight (8) hours for each calendar day or part thereof an employee is unavailable for work. GEB yardmasters will be paid a minimum of eight (8) hours pay for each assignment worked.

(5) (a) A GEB yardmaster who misses a call will remain off for a minimum of twenty-four (24) hours from the starting time of the assignment missed unless no other yardmaster is available. The forty (40) hour guarantee will be reduced in accordance with Section (4) above.

(b) A GEB yardmaster that marks off the GEB for any reason will remain off for a minimum of sixteen (16) hours unless no other yardmaster is available. The forty (40) hour guarantee will be reduced in accordance with Section (4) above.

(6) An employee who is not assigned to a GEB for an entire seven (7) day work-week (Monday through Sunday) will be entitled to a GEB guarantee to be determined by the number of days the employee is assigned to the GEB in accordance with the following:

(a) A GEB occupant will be considered to be assigned to the GEB on any day not displaced prior to 12:01 p.m.

(b) An employee acquiring a GEB position through displacement will be considered assigned to the GEB on any day he acquires the position no later than 11:59 a.m.

(c) Such employee will be entitled to a GEB guarantee for the week based on the number of days assigned to the GEB in accordance with the provisions of Section 13 below.

(7) Employees applying for a position on the GEB or attempting to displace onto a GEB position must be qualified on all yardmaster positions at a location in a terminal protected by the GEB.

(8) If the GEB becomes exhausted, unassigned (extra) yardmasters will be used in seniority order, if qualified, before using the qualified regular assigned yardmasters at punitive rate.

(9) Employees assigned to the GEB will be considered as regular assigned for the purposes of applying all the rules of the yardmaster agreement. Except, employees assigned to the GEB positions(s) can be worked two (2) shifts in a calendar day at straight time rate provided such employee has a minimum of eight (8) hours rest between shifts provided the position is not covered by the Hours of Service Law. A GEB yardmaster will not be required to accept a call that would put the yardmaster on duty for twenty-four (24) hours and this will not be charged against a yardmasters guarantee.

(10) Employees assigned to the GEB who do not stand to work a yardmaster vacancy may be used to assist trainmasters or other Carrier officers in the performance of their duties or perform other work which does not cross craft lines as part of their forty (40) hour guarantee. The term "assist" does not include conducting operating and safety efficiency tests, drug tests, and disciplinary procedures.

(11) When a regular four-day relief assignment is assigned one day on the GEB to complete a forty (40) hour work-week, the incumbent of this position will be placed ahead of all other yardmaster assigned to the GEB for the 24 hour period so assigned. This will not prevent the Carrier from using such employee in accordance with Section 10, above, to complete the 40 hour work week.

(12) The following payments will be counted toward the computation of the GEB 40 hour guarantee:

- (a) Safety Days
- (b) Personal Leave Days
- (c) Vacation Days

Note: When vacation pay is less than the GEB guarantee rate, the difference will not be paid.

- (d) Bereavement Leave
- (e) Jury Duty

- (f) Holiday Pay (straight time)
- (g) Company Business (determined by supervisor)
- (h) Book of Rules

(B) Guarantee due for employees assigned to the GEB for less than a full payroll period will be determined on the basis of the table below:

<u>NO. OF DAYS ASSIGNED TO GEB</u>	<u>GEB DAYS GUARANTEED</u>
1	1/14 x 5 = 1
2	2/14 x 5 = 1
3	3/14 x 5 = 2
4	4/14 x 5 = 3
5	5/14 x 5 = 4
6	6/14 x 5 = 4
7	7/14 x 5 = 5
8	8/14 x 5 = 6
9	9/14 x 5 = 6
10	10/14 x 5 = 7
11	11/14 x 5 = 8
12	12/14 x 5 = 9
13	13/14 x 5 = 9
14	14/14 x 5 = 10

RULE 9

LEAVE OF ABSENCE

(A) Yardmasters engaged in other business or employment will not be granted leave of absence in excess of ninety (90) days and retain their seniority rights unless mutually agreed to in writing by the proper officer of the Company and General Chairman.

(B) Upon return to service from leave of absence, an employee embraced by this Agreement shall be given his former standing, displacing the man temporarily filling his position during his absence, or he may, upon return or within ten (10) days thereafter exercise seniority rights to any position bulletined during such absence, if qualified.

(C) An employee whose position is abolished or who has been displaced while on leave of absence shall have the privilege, upon his return, of exercising his seniority rights within ten (10) days to a position for which qualified.

(D) When promoted to official position with the Company or the Organization, leave of absence will not be required. An employee so promoted will, during the continuance of his incumbency on such position, retain and accumulate seniority in the seniority district in which seniority is held at the time of his promotion, provided he avails himself of the opportunity of exercising such seniority rights within thirty (30) days from the termination of such service in an official capacity. His name may be carried on seniority list as information, but its omission will not affect seniority. [See Rule 22, Section 2]

NOTE: Company, as used above, means any of the companies party to this Agreement.

RULE 10

REDUCTION OF FORCES

(A) At points where yardmasters are employed, such positions may be abolished when the last yard engine is abolished, and no switching is performed by employees under yard rates of pay. [Effective 1/30/81]

(B) [RYA National Mediation Agreement (Case A-9288) of February 2, 1973]. In the event a Carrier decides to abolish a yardmaster position covered by the rules of a collective agreement between the Organization and a Carrier party hereto, such Carrier shall notify the General Chairman thereof by telephone (confirmed in writing) or telegram not less than ten calendar days prior to the effective date of abolishment. If requested by the General Chairman, the representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing such abolishment.

(C) (Article V, RYA National Agreement of April 2, 1971). Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as

flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (D) below, provided that such conditions result in suspension of a carriers operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

(D) (Article V, RYA National Agreement of April 23, 1971.) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a Carriers operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

RULE 11

PRESERVATION OF RATES AND EMPLOYMENT; COMPARABLE RATES

(A) Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such position; employees temporarily assigned to lower rated positions shall not have their rates reduced. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

(B) The monthly rate for new positions covered within the scope of this schedule, which are hereafter created, will be the same as for positions of similar classification already existing at point employed; if no similar position of such class at such point, rate of new position will be established at a rate comparable to rates paid for positions of similar class on the division. No change shall be made in the title or reduction in the rate of pay of employees covered by the scope of this agreement unless there be a change in the duties and responsibilities.

RULE 12

AUTOMOBILES

When it is mutually agreed between the officer in charge and a yardmaster that it is necessary for the yardmaster to use his automobile in Company's service the yardmaster will be compensated therefore at the applicable current mileage rate fixed by Management for actual mileage made in such service. When such compensation is paid there shall be no gasoline allowance.

RULE 13

TRANSPORTATION

Yardmasters and their dependents shall be granted transportation privileges in accordance with the law, rules and regulations of the Company.

RULE 14

ATTENDING COURT

(A) Employees taken away from their regular assigned duties, at the request of the Management, to attend court or to appear as witnesses for the Company, will be furnished transportation and will be allowed compensation equal to the amount that would have been earned had such interruption not taken place and, in addition, the necessary actual expenses while away from home. Any fee or mileage accruing will be assigned to the Company.

(B) Yardmasters attending, as witnesses, investigations in which they are not concerned, will be paid in same manner as though attending court as witnesses for this Company. If no time is lost, they will be allowed pay for the actual time attending such investigation on a minute basis with a minimum of four (4) hours.

RULE 15

JURY DUTY

(RYA National Agreement of October 31, 1978)

(A) When a regularly assigned yardmaster is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic days pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) A yardmaster must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When a yardmaster is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the yardmasters regular position shall be blanked, notwithstanding the provisions of any other rules.

RULE 16

SECTION 1 HOLIDAYS

(RYA National Agreement of November 29, 1967, as amended)

(A) Yardmasters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, in addition to their regular pay:

New Years Day
Presidents Day
Good Friday
Memorial Day

Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Christmas Eve
New Years Eve

(B) Under no circumstances will a yardmaster be allowed more than one time and one-half payment for service performed by him on any day whether it is a work day, a rest day, or a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules which provide for payment at the rate of time and one-half for service over eight hours.

(C) In instances when a recognized holiday, or the day such holiday is observed by the state or nation, falls on an assigned work day of a regular yardmaster assignment, the carrier shall have the right to blank such position on that day and the yardmaster then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yardmaster assignment. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with existing schedule rules.

(D) [Adopted from RYA National Agreement of September 20, 1968, with the exception of (a) and (b) under (D) (2)].

(1) When any of the holidays enumerated in Rule 16(A) hereof falls on a rest day of a regularly assigned yardmaster, he shall receive, in addition to his regular pay, one days pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one days pay at the straight time rate for the rest day holiday herein provided, if a regular yardmaster works as yardmaster on his rest day he shall be

entitled to one time and one-half payment for service performed by him pursuant to Rule 16(B) hereof.

(2) When any of the holidays enumerated in Rule 16(A) hereof falls during a regularly assigned yardmasters vacation period, he shall receive, in addition to his regular pay, one days pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.

(a) Yardmasters will not be deprived of holiday pay, for which they are qualified, when their services are utilized on the holiday to fill company officer positions.

(b) Yardmasters filling company officer positions on holidays will not be entitled to time and one-half payments but will be compensated at the pro rata yardmaster rate plus the customary 10%.

(3) The rest day holiday and vacation holiday pay provided by this Rule 16(D) shall not apply to extra yardmasters, or to regularly assigned yardmasters who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other Schedule Agreements.

+See side letter for filling Holliday vacancies

SECTION 2 PERSONAL LEAVE

(RYA National Agreement of June 16, 1982)

(A) A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying requirements under vacation rules in effect for three (3) weeks of vacation shall be entitled to one day of personal leave in a calendar year;

Employees who have met the qualifying requirements under vacation rules in effect for four (4) weeks of vacation shall be entitled to two days of personal leave in a calendar year.

(B) (1) Personal leave days provided in Paragraph (A) may be taken upon 48 hours advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carriers service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employees utilization of any personal leave days before the end of the year.

(2) Personal leave days will be paid for at the rate of the employees position or the protected rate, whichever is higher.

(3) The personal leave days provided in Paragraph (A) shall be forfeited if not taken during each calendar year. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under these provisions.

RULE 17

DISCIPLINE

(A) A yardmaster shall not be disciplined except for cause and without first being granted a fair and impartial hearing.

(B) If charges are made against a yardmaster he shall be notified within ten days from the date of incident, or first knowledge thereof by his supervisor, and he shall be granted a hearing within ten days after notice before an officer not lower in rank than Division Superintendent, Assistant Division Superintendent, or Terminal Superintendent.

He shall be entitled to a reasonable time in advance of hearing to be apprised of the specific charge or charges against him. He shall have the privilege of assistance by a duly accredited representative should he so desire, and shall be privileged to secure the presence of witnesses which he considers necessary to a proper presentation of his case. A yardmaster who considers himself unjustly treated shall have the right to handle this matter, provided he notifies the proper officer in writing

within thirty (30) days of his grievance, as provided in Rule 18.

NOTE: the parties recognize that instances where the Terminal Superintendent, Assistant Division Superintendent and/or Division Superintendent cites the yardmaster to a hearing, conducts the hearing and assesses the discipline do not break the contractual requirement for a fair and impartial hearing. However, in cases where the Terminal Superintendent, Assistant Division Superintendent and/or Superintendent has assessed discipline, the parties further recognize that the initial appeal is properly made to the Division Superintendent, the requirements of Rule 18, notwithstanding.

(C) If decision be against him, he shall have the right to appeal to each succeeding higher officer, including the highest officer designated by the Carrier to hear such matters, provided such appeal is made within thirty (30) days from the date an adverse decision is rendered, as provided in Rule 18. Appeal of any decision rendered by the Division Superintendent will be made to the Director of Labor Relations.

(D) If decision be in his favor, his record shall be cleared of the charges and he shall be compensated for any wage lost, less any amount earned in other service or employment, or received as unemployment compensation while out of service, and will be restored to his last assignment with unimpaired seniority.

(E) At the request of a yardmaster or his representative, a transcript of such hearing will be made and if made, a copy shall be furnished to the yardmaster involved, and his representative.

(F) Unless extended by mutual agreement, decision will be rendered within ten (10) days from date of the final hearing.

RULE 18

ADJUSTMENT MATTERS

(A) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 calendar days (30 days for discipline cases) from the date of the occurrence on

which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 calendar days from the date same is filed (30 days for discipline cases), notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

NOTE: Where Superintendents of Terminals are located, claims should initially be filed with that person; and at locations where there is not a Superintendent of Terminals, claims should initially be filed with the Division Superintendent.

Claims or grievances denied by the Division Superintendent that are appealed will be appealed to the Director of Labor Relations unless designated otherwise by the Carrier.

(B) If a disallowed claim or grievance is to be appealed, such appeal must be taken within 60 calendar days from receipt of notice of disallowance (30 days for discipline cases), and the representative of the Carrier shall be notified within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60 calendar day period for either a decision or appeal (30 days for discipline cases), up to and including the chief officer of the Carrier designated for that purpose.

(C) The procedure outlined in paragraphs (A) and (B) pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest operating officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless within nine (9) months from the date of said officers decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second

of the Railway Labor Act. It is understood, however, that the parties may, by agreement in any particular case, extend the nine month period herein referred to.

(D) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this Rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(E) This Rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(F) This Rule shall not apply to requests for leniency.

(G) Prior to the assertion, hearing and decision of claims or differences as herein provided, and while questions of differences are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

(H) When erroneous overpayments are made, no retroactive adjustments will be made for a period of more than sixty (60) days prior to the date such erroneous payments are discovered and employees notified that such adjustments are to be made.

Rule 19

VACATIONS

(A) (1) (RYA National Agreement of January 29, 1965, as amended by National Agreement of April 23, 1971).

An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in (C) through (H) to each yardmaster who rendered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year.

(2) (RYA National Agreement of June 16, 1982).

An annual vacation of three weeks (15 working day) with pay will be granted, subject to the conditions set forth in (C) through (H) to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has eight or more years of continuous service with the employing Carrier.

(3) An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in (C) through (H) to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has seventeen or more years of continuous service with the employing Carrier.

(4) (RYA National Agreement of January 29, 1965, as amended by National Agreement of April 23, 1971).

An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in (C) through (H) to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five or more years of continuous service with the employing Carrier.

(B) Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yardmaster with less than three years of continuous service with the employing Carrier, a maximum of 20 such days for a yardmaster with three but less than fifteen years of continuous service with the employing Carrier and 30 such days for a yardmaster with fifteen or more years of continuous service with the employing Carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Rule 19(B)(1). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule

agreements shall not exceed a total of 10, 20 or 30 days, respectively.

(C) Local officers of the Carrier and the local committees of the Organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the yardmasters in seniority order. An employee may take up to one week of his annual vacation in single day increments unless otherwise agreed to by the Local Chairman and the Superintendent.

(D) (1) When vacations are afforded:

(a) A yardmaster having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.

(b) A yardmaster not having a regular assignment will be paid while on vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period preceding the vacation during which he performed service for the number of vacation days to which entitled under Rule 19(A) and (B).

(2) When vacations are not afforded:

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(a) A yardmaster having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under Rule 19(A) and (B).

(b) A yardmaster not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under Rule 19(A) and (B).

(E) A yardmaster who performs service as yardmaster on any day of his assigned yardmaster vacation period will be paid for such service at the time and one-half rather than straight time in addition to vacation pay provided in Rule 19(D).

(F) Vacations, or allowances therefore, under two or more schedules held by different organizations on the same carrier shall not be applied to create a vacation, or allowance therefore, of more than the maximum number of days provided for in either of such schedules.

(G) The vacation provided for in this agreement shall be considered to have been earned when the yardmaster has qualified under Rules 19(A) and (B) hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years if the yardmaster has qualified therefore under Rules 19(A) and (B). If a yardmaster thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children of his estates, in that order of preference.

(H) Vacations shall not be accumulated or carried over from one vacation year to another.

(I) As otherwise provided herein, this Vacation Rule shall be in full force and continue in effect subject to not less than seven months' notice in writing by any Carrier or the Organization party hereto, of desire to change this Rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

RULE 20

BEREAVEMENT LEAVE

(Article VII of RYA National Agreement of October 31, 1978)

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouses parent. In such cases a minimum basic days pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

QUESTIONS AND ANSWERS **(Applicable to Bereavement Leave)**

Question No. 1:

How are the three calendar days to be determined?

Answer No. 1:

An employee will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty; or
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

Question No. 2:

Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

Answer No. 2:

Three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday through Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Question No. 3:

An employee working from an Extra Board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the Extra Board but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

Answer No. 3:

A maximum of two days.

Question No. 4:

Will a day on which a basic days pay is allowed account bereavement leave serve as a qualifying day for holiday purposes?

Answer No. 4:

No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employees bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Question No. 5:

Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

Answer No. 5:

Yes - for half-brother and half-sister; no - for stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 21

HEALTH AND WELFARE BENEFITS

SECTION 1

The Carrier and the Organization are parties to National Agreements providing Health and Welfare benefits under United Health Care Contract No. 123000.

SECTION 2

In addition to the coverage provided by the policies referred to in Section 1 above, yardmasters are also covered by a Supplemental Life Insurance Policy, Group Policy G-898024 (RYA National Agreement of November 29, 1979, and subsequent National Agreements).

SECTION 3

A Supplemental Sickness Benefits Plan (Trustmark Insurance Company Group Contract 9000) has also been established (RYA National Agreement of October 31, 1978) to cover yardmasters. The benefits to be provided and the qualifying conditions of this plan are set forth in the October 31, 1978 Yardmaster National Agreement and subsequent National Agreements.

SECTION 4 SUPPLEMENTAL RETIREE MEDICAL
INSURANCE CONTRIBUTION
(RYA National Agreement of June 16, 1982)

Effective July 1982, and for each month thereafter, an amount equal to two cents an hour for each hour of service worked as a yardmaster during such month by any employee covered by this Agreement shall be forwarded to the insurance company that administers the Organizations prepaid retiree medical insurance program. Such amounts contributed shall be used solely for the purpose of funding benefits for beneficiaries who have met the eligibility requirements of the Railroad Employees National Early Retirement Major Medical Benefit Plan or who were eligible under such Plan but no longer are because of coverage under Medicare.

NOTE: During negotiations of the June 16, 1982 Agreement, it was agreed that the above two cents per hour would be diverted from the Cost-of-Living Allowance and on December 20, 1983 it was agreed that, effective January 1984, five cents per hour would be diverted from COLA for this purpose.

SECTION 5 OFF-TRACK VEHICLE ACCIDENT BENEFITS

This benefit was effective with RYA National Agreement of September 20, 1968, amended by RYA National Agreement of October 31, 1978 and subsequent National Agreements.

Rule 22

REPRESENTATION

A. Union-Shop Agreement (February 27, 1953, as amended)

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions Agreements between the parties hereto, except as hereinafter provided,

shall, as a condition of their continued employment subject to such Agreements, become members of the Organization party to this Agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions Agreements.

It is agreed that, in the application of the Union Shop Agreement, membership in the United Transportation Union-Yardmaster Department shall be limited to requiring membership by employees who hold regular assigned positions coming within the scope of the Agreement with the United Transportation Union-Yardmaster Department, or by employees working as extra yardmasters who have completed training, and who have worked one shift without assistance, and are not maintaining active membership in any other Railroad Labor Organization. This Agreement will not prevent employees not so required to hold membership at their option.

Section 2

(A) (Applicable to NSR yardmasters who were promoted prior to the date of this Schedule Agreement) Employees promoted to official or fully excepted positions with the Carrier after March 15, 1984 who desire to maintain their seniority standing as yardmasters, must pay the equivalent of dues to the Organization when by virtue of their seniority standing, they could hold a regularly assigned position of yardmaster in their respective seniority districts. Failure to do so will result in the termination of all seniority under the Agreement.

(B) (Applicable to NKP, PRR, VGN, WAB, and WLE, yardmasters who were promoted prior to the date of this Schedule Agreement) Yardmasters promoted to official or excepted positions after May 1, 1987 who desire to accumulate seniority as a yardmaster must pay applicable membership dues to the United Transportation Union-Yardmaster Department. In the event any employee elects not to pay dues to continue to accumulate seniority, the duly authorized representative of the Organization shall notify the

Carriers highest officer designated to handle claims and grievances, with a copy to the employee involved. If, within thirty (30) days after receipt of such notification, the employee has not become current in dues to the Organization, the employee shall cease to accumulate seniority as a yardmaster and the General Chairman shall so notify the Carrier and the employee involved. An employee who was promoted to a supervisory, official or fully excepted position prior to May 1, 1987 will continue to retain and accumulate seniority without payment of membership dues to the Organization.

(C) A yardmaster who is promoted to a non-contract position, placed on a special assignment, or accepts a full time position with the United Transportation Union on or after the date of this Agreement will retain and accumulate yardmaster seniority subject to the maintenance of membership requirements of the Union Shop Agreement. Failure to comply with the maintenance of membership requirements will result in forfeiture of yardmaster seniority.

Section 3

(A) Employees who retain seniority under the rules and working condition Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such Agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and working conditions Agreements and continue therein thirty (30) calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such Agreements, be required to become and remain members of the Organization representing their class or craft within thirty-five (35) calendar days from date of their return to such service.

(B) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leave of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the

provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Agreement.

(C) Employees who retain seniority under the rules and working conditions Agreements governing their class or craft and who, for reasons other than those specified in Subsections (A) and (B) of this Section 3, are not in service covered by such Agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such Agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the Organization representing their class or craft.

(D) Employees who retain seniority under the rules and working conditions Agreements of their class or craft, who are members of an Organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions Agreements of that class or craft temporarily perform work in another class of service shall not be required to be members of another Organization party hereto whose Agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the Agreement covering such other class of service.

Section 4

Nothing in this Agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5

(A) Each employee covered by the provisions of this Agreement shall be considered by the carrier to have met the requirements of the Agreement unless and until such Carrier is advised to the contrary in writing by the Organization. The Organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claims is not entitled to continue in employment subject to the rules and working conditions Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organizations involved and the form shall make provisions for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar day from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten (10) calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions Agreement not later than thirty (30) calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(B) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied

with the terms of this Agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed, and the employee and Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the rules and working conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the rules and working conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(C) below. Any request for selection of a neutral person as provided in Section 5(C) below shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(C) If within ten (10) calendar days after the date of a decision on appeal by the highest officer of the Carrier

designated to handle appeals under this agreement the Organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the chief executive of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal share by the Carrier, the Organization and the employee.

(D) The time periods specified in this Section 5 may be extended in individual cases by written agreement between the Carrier and the Organization.

(E) Provisions of investigation and discipline rules contained in the rules and working conditions Agreement between the Carrier and the Organization will not apply to cases arising under this Agreement.

(F) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(G) In computing the time periods specified in this Agreement, the date on which a notice is requested or decision rendered shall not be counted.

Section 6

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this Section 6 for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization involved.

Section 7

An employee whose seniority and employment under the rules and working conditions Agreement is terminated pursuant to the provision of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employees seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be

restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicted upon any action taken by the carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employees employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8

In the event that seniority and employment under the rules and working conditions Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this Section 8 shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; Provided, further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9

An employee whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10

(A) The Carrier party to this Agreement shall periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring and retaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the organization shall designate; Provided, however, that the requirements of this Subsection (A) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments which assignment shall be revocable in writing after the expiration of one year or upon the termination of this Agreement whichever occurs sooner.

(B) The provisions of Subsection (A) of this Section shall not become effective unless and until the Carrier and the Organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

B. The General Chairman will represent all yardmasters in the making of contracts, rules, rates and working conditions and interpretations thereof, so long as he represents yardmasters under the provisions of the Railway Labor Act, amended, or future amendments thereof.

C. The right of any yardmaster to have regularly constituted officer of his Organization represent him in the handling of his grievance is conceded.

RULE 23

PURPOSE OF AGREEMENT

(A) The purpose of this Agreement is to combine into one document former Agreements and add thereto applicable local and national Agreements which revise or supplement the former Agreements.

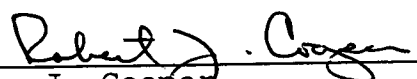
(B) It is and has been the policy of the parties signatory hereto that the provisions of this agreement be applied to all employees covered by this agreement without regard to race, creed, color, age, sex or national origin.

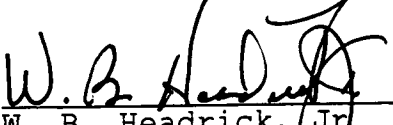
(C) If any Agreement or Agreements have been omitted from this Schedule by oversight, it is agreed between the parties that failure to include same will in no way waive, modify or abrogate them, provided such omission is brought to the attention of the parties within twelve (12) months of the date of this Agreement. After twelve (12) months from date of this Agreement, such Agreements as may be discovered will be recognized only by mutual agreement of the signatory parties.

(D) This Agreement reached between the Management of the Carriers signatory hereto and the General Chairmen of the United Transportation Union - Yardmaster Department representing yardmasters shall remain in effect until revised or changed in accordance with the provisions of the Railway Labor Act, as amended.

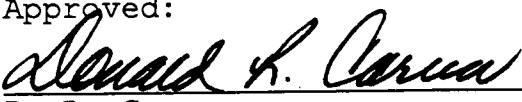
Signed at Norfolk, VA this 26th day of June, 2000.

FOR THE EMPLOYEES:

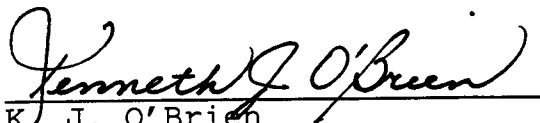

R. J. Cooper
General Chairman
United Transportation Union


W. B. Headrick, Jr.
General Chairman
United Transportation Union

Approved:


D. R. Carver
Assistant to President
United Transportation Union

FOR THE CARRIER:


K. J. O'Brien
Assistant Vice President
Labor Relations
Norfolk Southern Railway Company
Central of Georgia Railroad Co.
Cincinnati, New Orleans & Texas
Pacific Railway Company
Alabama Great Southern Railroad
Co. (Including the NO&NE Dist)
New Orleans Terminal Company
Georgia Southern & Florida
Railway Company

SCHEDULE "A"

**YARDMASTER RATES OF PAY
(Effective June 26, 2000)**

APPENDIX

SPECIAL AGREEMENTS

The following Agreements will not be reproduced herein, but remain in effect:

1. January 30, 1981 Memorandum Agreements concerning yardmaster positions at Bulls Gap, Tennessee, Chalmette, Louisiana and John Sevier Yard (Main tower), Knoxville Tennessee. [SS-141]
2. December 1, 1998 Implementing Agreement pursuant to Surface Transportation Board Finance Docket No. 33388 (Acquisition of control and division of operation of Conrail).

SCHEDULE "A"

**YARDMASTER RATES OF PAY
(Effective June 26, 2000)**

GROUP I - \$188 per day	GROUP I (continued)
Allentown, PA	Macon, GA
Altoona, PA	N. Kansas City, MO
Atlanta, GA	Savannah, GA
Bellevue, OH	Sheffield, AL
Birmingham, AL	Spartanburg, SC
Charlotte, NC	St. Louis, MO
Chattanooga, TN	Toledo, OH
Chicago, IL / Burns Harbor, IN Kankakee, IL Hammond, IN	Louisville, KY
Cincinnati/Sharonville, OH	Linwood/Spencer, NC
Cleveland/Macedonia /Twinsburg, OH	Knoxville, TN
Columbus, OH	Fort Wayne, IN
Conway, PA	Enola/Harrisburg, PA
Decatur, IL	Elkhart, IN
Detroit, MI	
GROUP II - \$183 per day	GROUP II (continued)

Abrams/King of Prussia Morrisville/West Falls, PA	Memphis, TN
Asheville, NC	Moraine, OH
Baltimore, MD	New Orleans, LA
Buffalo, NY	Portlock Yard, VA
Chapman, PA	Raleigh, NC
Columbia, SC	Reading, PA
Columbus, GA	Tilton, IL
Lancaster/Dillersville, PA	Lorain/Fairlane, OH
Lordstown/Goodman, OH	Lynchburg, VA
GROUP III - \$178 per day	GROUP III (continued)
Albany, GA	Lansing, MI
Ashtabula, OH	Lock Haven/Newberry, PA
Canton, OH	Mansfield, OH
Charleston, SC	Marion, IN
Conneaut, OH	Meridian, MS
Crestline, OH	Mingo Jct., OH
Croxton/E-Rail/Newark, NJ	Newark/Edgemoore, DE
Danville, VA	Olean, NY
Elmore, WV	Pitcairn, PA

Elrama/Brownsville/ Shire Oaks, PA	Quincy/Dickinson, WV
Gang Mills, NY	Richmond, VA
Grand Rapids, MI	Sandusky, OH
Hagerstown, MD	Selma, AL
Kalamazoo, MI	Shiremanstown, PA
Harrington, DE	South Fork, PA
Haselton, OH	Wayne, MI
Hazleton, PA	Hollidaysburg, PA

Rule 5 Section 1 Seniority. Signed 8/17/2001.

Establishment of Seniority. It is agreed that, effective this date, the last sentence of Rule 5, Section 1(A)(2) will also apply to Section (1)(A)(1) so that the seniority date of yardmasters establishing seniority under the provisions of either (A)(1) or (A)(2) will "...date from the first day of yardmaster training."

Temporary Vacancies - Holliday's, Rule 8. Signed 5/28/2000

Rule 8, Section 1 (C)(6) of the steps to be followed when filling temporary Yardmaster vacancies on holidays.

We agreed that such vacancies would be filled in the following order on holidays.

- (a) Guaranteed extra board (GEB) (without 5 starts in that work week).
- (b) Unassigned (extra) yardmaster (without 5 starts in that work week}.
- (c) Senior available yardmaster who has requested extra work in writing will be called in seniority order. If no one volunteers to fill vacancy, junior available yardmaster will fill it.

Chicago Terminal Agreement. Signed 5/4/2002

It is agreed that yardmasters at Chicago will protect vacancies at Burns Harbor, IN and Kankakee, IN in the manner described in Rule 8 of the Schedule Agreement. Burns Harbor and Kankakee will

be treated as part of the Chicago Terminal. Positions at these locations will be paid the Group I rate of pay.

Yardmasters filling temporary vacancies at Burns Harbor, IN will be paid a forty-five minute travel allowance. Yardmasters filling vacancies at Kankakee, IL will be paid a seventy-five minute travel allowance. This travel allowance is for travel time in lieu of mileage reimbursement allowance as described below.

When a yardmaster is claiming a temporary vacancy under Rule 8(A) a maximum of one allowance for travel time at the straight time rate will be paid to the vacancy on the first day and from the vacancy on the last day of the vacancy. One allowance in each direction will be paid for each trip to and from a vacancy that is filled from the extra board.

This Agreement will remain in effect until changed with the provisions of the Railway Labor Act, as amended.

St. Louis Terminal - Wentzville local Agreement Signed
5/28/2000.

It is understood that when a yardmaster from the Guaranteed Extra Board is used to fill a non-agreement vacancy at Wentzville, MO, they will be compensated one (1) hour straight time for travel, plus the applicable mileage rate computed from Luther Tower to Wentzville Tower.

When a yardmaster from the GEB is used to fill a non-agreement vacancy at Berkeley, MO they will be compensated at the applicable mileage rate computed from Luther Tower to Berkeley Yard Office.

Conditions of this letter of Understanding may be changed when mutually to by local carrier and the organization representative.

This letter of Understanding is without prejudice to the position of either party on any matter and may be cancelled by either party upon serving fifteen (15) days written notice.
5/01/02