Duluth Missabe and Iron Range Railroad

And

United Transportation Union Yardmaster Department

July 15, 1974 Agreement
RULE 1

Scope

Except as provided in this rule, this agreement shall apply to the positions of Assistant General Yardmasters, Yardmasters, and Assistant Yardmasters.

(a) This agreement shall not apply to General Yardmasters except that a General Yardmaster may be assigned to perform Yardmaster's duties on a regular shift of eleven hours within a spread of twelve hours during the ore shipping season and a shift of eight hours within a spread of nine hours during other periods. (Ore shipping season means when the first ore boat is loaded and the last ore boat is loaded on each division.)

(b) General Yardmasters may be employed at Proctor, Steelton, Two Harbors, Biwabik, and Keenan and may supervise crews directly except when such crews are working within the limits of yards where a yardmaster is on duty.

(c) At points where two or more yardmaster shifts are necessary, and no General Yardmaster is employed, the Company may establish Assistant General Yardmaster positions. The Company may abolish Assistant General Yardmaster positions at any time.

(d) 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.
RULE 1 (continued)

Scope

(2) Such other duties as assigned by Carrier.

(9-21-78 Natl. Agmt.)

(e) Yard crews assigned at Biwabik may be supervised by yardmasters employed at Keenan.

(8-12-80)
RULE 2

Rates of Pay

Effective August 1, 1980, yardmaster rates of pay will be as follows:

<table>
<thead>
<tr>
<th>Rate/Day*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yardmaster - Keenan</td>
</tr>
<tr>
<td>Yardmaster - Proctor</td>
</tr>
<tr>
<td>Yardmaster - Two Harbors</td>
</tr>
</tbody>
</table>

*Rates include $4.80/day COLA

(a) Except as provided in paragraph (c) of this rule, yardmasters shall be compensated at the rate of the position to which regularly assigned.

(b) Rates of pay for new positions shall be the same as for similar positions covered by this agreement.

(c) When temporarily required to perform the duties of a higher rated position for a full day, yardmasters will receive the higher rate.

(d) Change of title or classification of yardmasters or assignments shall not be made for the purpose of reducing the rate applicable to the assignment on which yardmaster service is performed, except as provided in paragraph (c) of Rule 1.

Yardmasters are considered monthly rated employees. However, they shall be compensated on a daily basis. The daily rate shall be determined by multiplying the monthly rate by twelve and dividing by 261.

The straight time hourly rate shall be determined by dividing the monthly rate by 174.
RULE 5

Assignment of Overtime

(a) Where overtime is required which is not continuous with a shift and for less than a full shift, the senior available yardmaster at the point will be called to perform the necessary work.

(b) Where overtime is required which is continuous with a shift but less than a full shift, the yardmaster whose shift is continuous with the overtime shall perform the work.

(c) When it is known that overtime will be required for a full shift, overtime will be assigned as follows:

1. To the senior extra or unassigned yardmaster who does not have forty (40) hours of work in that week.

2. To the senior yardmaster who holds regular assignment in the particular yard where overtime is necessary.

NOTE 1: When the provisions of (c) 1 and 2 are exhausted, overtime will be assigned to the senior available yardmaster working in a yard closest to the point where the overtime is required.

NOTE 2: An employee will be considered available for overtime on the rest days immediately prior to and subsequent to a vacation period; however, he will not be considered available for overtime on days between consecutive weeks of vacation.

(2-6-81)
RULE 9

Seniority

(a) Yardmasters who, on the effective date of this agreement have a seniority date on an approved roster for yardmasters shall retain such date and continue to accumulate seniority in their respective divisions in accordance with the rules of this agreement.

(b) To establish seniority rights or a seniority date under this agreement, an employee must serve a test period of sixty shifts within any twelve-month period and, if permitted to complete the test period, he shall establish a seniority date as of the first shift worked as yardmaster in any such twelve-month period in his respective seniority division. Where an employee is disapproved during the test period, he will be so advised in writing. Where two or more men acquire the same seniority date, their relative standing on the roster will be determined by the length of their last continuous service with the Company.

(c) A yardmaster who fails to exercise their seniority and accept a regular or regular relief position as yardmaster in accordance with his seniority standing, shall forfeit all rights as a yardmaster unless a junior qualified yardmaster is available. If senior yardmasters do not accept a regular or regular relief position, the most junior qualified yardmaster will be forced to accept such assignment, and failure to do so will forfeit his yardmaster's seniority.
RULE 14

Filling Temporary Vacancies

(a) Temporary vacancies of less than five working days shall be filled by the senior qualified unassigned yardmaster who has requested extra work and short vacancies at the headquarters point involved.

(b) Temporary vacancies known to be of five or more working days, including vacancies created by a yardmaster off on vacation which are not covered by a regular vacation relief assignment, may be filled by the exercise of seniority by a qualified regularly assigned yardmaster.

(c) Upon completion of temporary service, all employees affected will revert to their regular assigned positions.

(d) Unassigned yardmasters will be assigned by bulletin to extra work and short vacancies at only one headquarters point.

Yardmasters required by the Company to work away from their assigned headquarters point and travel outside working hours will be allowed a one hour deadhead allowance per tour of duty at the rate of the assignment to which traveling.

(e) Notwithstanding the provisions of paragraph (d) above, an unassigned yardmaster may request work at more than one headquarters point in which case he will be called for work at such points in the order of his seniority, if qualified.

(f) An unassigned yardmaster working in train service will be called for temporary yardmaster vacancies not more than six hours prior to the starting time of the assignment.
RULE 14 (continued)

Filling Temporary Vacancies

(g) When there are no unassigned yardmasters available, vacancies shall be filled by using the senior regular assigned yardmaster working in the particular yard where the vacancy occurs, who may be doubled or worked on his rest day.

(h) In the event an unassigned yardmaster refuses to fill any temporary yardmaster vacancy, the next senior qualified unassigned yardmaster will be called. The most junior unassigned yardmaster will be forced to fill the vacancy or forfeit his yardmaster's seniority.

NOTE 1: The above will not apply if the unassigned yardmaster is ill, on proper leave, or on vacation.

NOTE 2: An unassigned yardmaster who refuses to fill a temporary yardmaster's vacancy will not be used in train service on any day that he could work a temporary yardmaster vacancy.

(i) Service as a yardmaster and service performed in train service, covered by the provisions of the Five-Day Work Week agreements effective December 1, 1955, will be combined in computations under the provisions of the Five-Day Work Week Agreements.

(j) Service performed as an unassigned yardmaster and in train service will not exceed five (5) shifts in any work week.

(k) When additional yardmasters are needed to fill yardmaster vacancies and new positions, such vacancies and new positions shall be bulletinied to trainmen and/or yardmen on the respective division. The senior trainman and/or yardman making application for vacancies and new positions shall be assigned, subject to general fitness and ability.

(2-6-81)
RULE 15 (continued)

Leave of Absence

(f) If an employee's former position has been abolished, or a senior employee has exercised displacement rights to the position, the employee may exercise his seniority rights to a position held by a junior employee providing such displacement is made within three (3) days of the expiration of his leave of absence.

(g) Yardmasters reporting for duty after a leave of absence, illness, or temporary absence from their assignment must notify the Superintendent or his agent of his desire to return to service prior to 12 Noon for an assignment on either the second (afternoon) or the third (night) shift and prior to 10:00 p.m. for an assignment on the first (day) shift.

(2-6-81)
RULE 16 (continued)

Sick Leave

Example No. 1

An employee uses ten days' sick leave or less; the deduction for sick leave shall be taken from the current sick leave allowance due the employee.

<table>
<thead>
<tr>
<th></th>
<th>1969</th>
<th>1970</th>
<th>1971</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

Total twenty days' accumulation

This employee uses eight days' sick leave in 1971. This amount will be deducted from current allowance for sick leave and he will be entitled to seventeen days' sick leave the following year as follows:

<table>
<thead>
<tr>
<th></th>
<th>1970</th>
<th>1971</th>
<th>1972</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>2</td>
<td>10</td>
</tr>
</tbody>
</table>

Total seventeen days' accumulation

Example No. 2

An employee is off account of illness more than ten days; the deduction for sick leave used shall be made from the current allowance plus any additional sick days necessary from the first year's accumulation.

<table>
<thead>
<tr>
<th></th>
<th>1969</th>
<th>1970</th>
<th>1971</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

Total twenty days' accumulation

The employee used fifteen days' sick leave in 1971; ten days will be deducted from the current sick leave allowance and the additional five days' sick days to cover the illness will be taken from the first year's accumulation. The employee will be entitled to fifteen days' sick leave the following year as follows:

<table>
<thead>
<tr>
<th></th>
<th>1970</th>
<th>1971</th>
<th>1972</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>

Total fifteen days' accumulation
RULE 16

Sick Leave

Employees who have been in service one year or more will be allowed compensation for the time absent account bona fide sickness on the basis of a credit of 1-1/4 days for each month in which compensated service is performed, with the following maximums:

(a) Employees who on January 1 have been in the service one year and less than two years, one week (five working days)

(b) Employees who on January 1 have been in the service two years and less than three years, ten calendar days (seven and one-half working days)

(c) Employees who on January 1 have been in the service three years or over, two weeks (ten working days)

Supervising officer must be satisfied that the sickness is bona fide. Satisfactory evidence as to sickness in the form of a certificate from a reputable physician, preferably a Company physician, will be required in a case of doubt.

In addition to sick leave payable in the current calendar year, as outlined above, an employee will be credited with any sick leave not used from the two immediately preceding years.

When sick leave is used, it will be deducted in the following manner:

(a) Current allowance
(b) Carry-over from 2nd prior year
(c) Carry-over from prior year
**RULE 16 (continued)**

**Sick Leave**

**Example No. 3**

When it is necessary to use sick leave over and above the amount of sick leave in the current year and the first year's accumulation, then the second year's accumulation shall be used.

<table>
<thead>
<tr>
<th></th>
<th>1969</th>
<th>1970</th>
<th>1971</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>

Total twenty days' accumulation

The employee used nineteen days' sick leave in 1971; ten days should be taken from the current year's allowance, five days from the first year's accumulation and the remainder from the second year's accumulation. The employee would be entitled to eleven days' sick leave the following year as indicated:

<table>
<thead>
<tr>
<th></th>
<th>1970</th>
<th>1971</th>
<th>1972</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>

Total eleven days' accumulation

It is understood that any sick leave earned or accumulated may be taken only in case of bona fide sickness, and will not be credited or allowed to any employee whose employment relationship is terminated with the Company.

The work of an absent employee may be performed by the remaining force or the position may be blanked.

**NOTE:** It is understood that in the application of the sick leave agreement made this date, yardmasters will be credited with carry-over of one-half the sick days to which they were entitled in the prior year and second prior year.

(8-12-80)
SUPPLEMENT NO. 4

Mileage Allowance

An employee who is authorized to use his own private vehicle in the performance of Company duties shall be allowed an automobile allowance of 18.5¢ per mile for travel therefor.

Extra employees will be paid the mileage allowance from their headquarters point going to an extra assignment and returning after completion of the assignment.

Regular relief employees will be paid the mileage allowance each day when necessary to travel away from their headquarters point to fill a relief position. Headquarters point will be determined by the preponderance of work at a point.

Understanding

Headquarters point for an extra employee shall be the one of the following points which is closest to his residence:

Steelton
Proctor
Taconite Junction
Mitchell
Rainy Junction
Biwabik
Two Harbors
SUPPLEMENT NO. 5

Moratorium

1. It is agreed that the improvements detailed in a separate agreement dated August 12, 1980, to the Pension Agreement dated August 1, 1975, and the improvements detailed in a separate agreement dated August 12, 1980, to the Insurance Agreement dated August 1, 1975, shall become effective as detailed therein, and, except as hereinafter provided, both will continue in effect without change or modification until 11:59 p.m., July 31, 1983, and shall remain in effect thereafter until revised or terminated in accordance with the terms of the Railway Labor Act, as amended.

2. It is understood and agreed that the payment of, or provisions for, the benefits provided by Section 1 of this agreement is contingent upon the corporate action necessary to provide such benefits; the obtaining and/or retaining a ruling from the Commissioner of Internal Revenue that the cost of such benefits is a currently deductible expense under the Internal Revenue Code of 1954, as now in effect or as hereafter amended; or obtaining the approval of such other governmental agencies as may be required to establish the legal status of such benefits.

3. It is understood and agreed that since the basic intent of this agreement is to follow the national railroad pattern during the term of the agreement, except that any future changes in the Non-Contributory Pension Plan and/or the Program of Insurance Benefits that are adopted by other represented railroad employee groups participating therein will be available to the parties to this agreement therefore:

(a) Neither party to the agreement will serve on the other party any notice to change any existing agreement or establish any new
Moratorium

agreement concerning rates of pay, rules, or working conditions before August 1, 1985, except:

(1) Uniform notices served generally on railroads nationally, in which event the parties agree to join in and be bound by any national settlement thereof. If, at any time in the future, the Railroad Yardmasters of America negotiates a national agreement which provides either insurance, health, welfare, and/or pension benefits, or in lieu thereof increases in rates of pay or changes in rules or working conditions, the Company will not be obligated to place any such agreement in effect unless the cost of such agreement reaches and exceeds the cost of the insurance, health, welfare, and pension plans then in effect. In the event the cost of such agreement exceeds the cost of the agreements covered by Item 1 of this agreement (as then in effect), the Company will be obligated to extend to the employees represented by the Railroad Yardmasters of America only the difference in such costs.

(2) On or after August 1, 1981, the Union may request any changes made hereafter to the Non-Contributory Pension Plan and/or the Program of Insurance Benefits that are made available to any other railroad group of represented employees participating in such plans.

(b) This agreement will remain in effect, without change, until August 1, 1985, and thereafter until changed or amended in accordance with the provisions of the Railway
SUPPLEMENT NO. 5 (continued)

Moratorium

Labor Act, as amended. In the event any improvements to the Pension and/or Insurance Plan are agreed upon pursuant to notice served under Section 3(a)(2) above, the date, August 1, 1985, wherever it appears in this agreement shall be extended by the amount of elapsed time occurring between August 1, 1980, and the date of such subsequent agreement improving said Pension and/or Insurance Plans.
DULUTH, MISSABE AND IRON
RANGE RAILWAY COMPANY

AGREEMENT

Between
Duluth, Missabe and Iron
Range Railway Company

and

Railroad Yardmasters
Of America

Governing

Hours of Service, Working
Conditions and Rates of Pay

EFFECTIVE JULY 15, 1974
INDEX

Absence from Work 19
Assigned to Other Duties 21
Assignment of Overtime 5
Attending Court, Investigations, etc. 18

Bulletins 13

Day's Work 3

Examinations 22
Exercise of Seniority 10

Filling Temporary Vacancies 14
Force Reduction 10A

Investigations and Discipline 17
Investigations, Attending 18

Leave of Absence 15

Meal Periods 7

Overtime and Calls 4
Overtime, Assignment of 5

Rates of Pay 2
Rest Days, Service on 6

Scope 1
Seniority 9
Seniority, Exercise of 10
Seniority Rosters 8
Service on Rest Days 6
Sick Leave 16
Starting Time 12

Time Limit on Claims 20
Transportation 23
<table>
<thead>
<tr>
<th>Rule No.</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compulsory Retirement</td>
</tr>
<tr>
<td>11</td>
<td>Dues Deduction</td>
</tr>
<tr>
<td>2</td>
<td>Holidays</td>
</tr>
<tr>
<td>5</td>
<td>Jury Duty</td>
</tr>
<tr>
<td>10</td>
<td>Job Abolishments</td>
</tr>
<tr>
<td>3</td>
<td>Medicare</td>
</tr>
<tr>
<td>4</td>
<td>Mileage Allowance</td>
</tr>
<tr>
<td>5</td>
<td>Moratorium</td>
</tr>
<tr>
<td>6</td>
<td>Payments to Employees Injured Under Certain Circumstances</td>
</tr>
<tr>
<td>12</td>
<td>Supplemental Sickness Benefits</td>
</tr>
<tr>
<td>7</td>
<td>Union Shop</td>
</tr>
<tr>
<td>8</td>
<td>Vacations</td>
</tr>
</tbody>
</table>
SUPPLEMENT NO. 13

Pension and Insurance Agreements

A Pension Agreement between the parties, effective August 1, 1980, is the subject of a separate agreement.

An Insurance Agreement, as amended, between the parties, effective as detailed, is the subject of a separate agreement.

(8-12-80)
Definition of Yardmaster

The term "yardmaster" as used in this agreement shall be understood to include Assistant General Yardmasters, Yardmasters and Assistant Yardmasters.
RULE 1

Scope

Except as provided in this rule, this agreement shall apply to the positions of Assistant General Yardmasters, Yardmasters, and Assistant Yardmasters.

(a) This agreement shall not apply to General Yardmasters except that a General Yardmaster may be assigned to perform Yardmaster's duties on a regular shift of eleven hours within a spread of twelve hours during the ore shipping season and a shift of eight hours within a spread of nine hours during other periods. (Ore shipping season means when the first ore boat is loaded and the last ore boat is loaded on each division.)

(b) General Yardmasters may be employed at Proctor, Mitchell, Steelton, Two Harbors and Biwabik.

(c) General Yardmasters may be employed at the Control Center at Iron Junction and may supervise crews directly, except when such crews are working within the limits of yards where a yardmaster is on duty.

(d) General Yardmasters will be promoted from among employees having at least five years' seniority as yardmasters, and in such promotion the following factors will be considered: (1) ability, (2) physical fitness, and (3) seniority as a yardmaster. When factors (1) and (2) are relatively equal, seniority as a yardmaster will be the determining factor.

NOTE: The above covers the filling of any temporary or permanent General Yardmaster vacancies.

(e) At points where two or more yardmaster shifts are necessary, and no General Yardmaster
RULE 1 (Continued)

Scope

is employed, the Company may establish Assistant General Yardmaster positions. The Company may abolish Assistant General Yardmaster positions at any time.
RULE 2

Rates of Pay

<table>
<thead>
<tr>
<th></th>
<th>Daily Rate</th>
<th>Pro Rata Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asst. General Yardmasters</td>
<td>$59.38</td>
<td>$7.42</td>
</tr>
<tr>
<td>Yardmasters</td>
<td>57.11</td>
<td>7.14</td>
</tr>
<tr>
<td>Assistant Yardmasters</td>
<td>52.75</td>
<td>6.59</td>
</tr>
</tbody>
</table>

(a) Except as provided in paragraph (c) of this rule, yardmasters shall be compensated at the rate of the position to which regularly assigned.

(b) Rates of pay for new positions shall be the same as for similar positions covered by this agreement.

(c) When temporarily required to perform the duties of a higher rated position for a full day, yardmasters will receive the higher rate.

(d) Change of title or classification of yardmasters or assignments shall not be made for the purpose of reducing the rate applicable to the assignment on which yardmaster service is performed, except as provided in paragraph (e) of Rule 1.

Yardmasters are considered monthly rated employees. However, they shall be compensated on a daily basis. The daily rate shall be determined by multiplying the monthly rate by twelve and dividing by 261.

The straight time hourly rate shall be determined by dividing the monthly rate by 174.
RULE 3

Day's Work

Eight hours or less shall constitute a day's work.

NOTE: A day means a period of twenty-four hours beginning with the starting time of the employee's previous regular shift.
RULE 4

Overtime and Calls

(a) Employees will not be paid overtime when changing off where it is the practice to work alternately day and nights, working through two shifts to change off, or where exercising seniority rights from one assignment to another or when extra or relief men are required by schedule rules to be used.

(b) All time worked immediately following and continuous with the regular eight hour work day exclusive of time consumed in making transfer when changing shifts, or when starting time of shift is changed shall be paid on the minute basis at time and one-half.

(c) Yardmasters will be allowed time and one-half on the minute basis for service not exceeding one hour performed continuously in advance of the regular working assignment with a minimum of one hour at the pro rata rate.

(d) For continuous service exceeding one hour in advance of the regular assignment or for service not continuous with their regular assignments, yardmasters called or required to report for service and reporting, will be paid on the basis of time and one-half with a minimum of four hours for two hours and forty minutes or less.
RULE 5

Assignment of Overtime

(a) Where overtime is required which is not continuous with a shift and for less than a full shift, the senior available yardmaster at the point will be called to perform the necessary work.

(b) Where overtime is required which is continuous with a shift but less than a full shift, the yardmaster whose shift is continuous with the overtime shall perform the work.

(c) When it is known that overtime will be required for a full shift, overtime will be assigned as follows:

1. To the senior extra or unassigned yardmaster who does not have 40 hours of work in that week.

2. To the senior yardmaster who holds regular assignment in the particular yard where overtime is necessary.

NOTE: When the provisions of (c) 1 and 2 are exhausted, overtime will be assigned to the senior available yardmaster working in a yard closest to the point where the overtime is required.
RULE 6

Service on Rest Days

(a) A regularly assigned yardmaster who is required to work on either or both of the rest days of the position to which he is regularly assigned shall be paid therefor at the rate of time and one-half except as provided in paragraph (a) of Rule 4.

(b) Extra or unassigned yardmasters worked as such more than five days in a workweek shall be paid one and one-half times the basic straight time rate for such excess work except when moving from a regular assignment to the extra list and vice versa, or when moving from one assignment to another, or when rest days are accumulated.

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate under exceptions referred to in paragraph (a) of this rule be utilized in computing the five days referred to in such paragraph (a) of this rule, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
RULE 7

Meal Periods

(a) Yardmasters assigned to work at a point where three continuous shifts are maintained under the provisions of paragraph (b) of Rule 12, Starting Time, will be allowed twenty minutes for meal period between four and one-half and six hours after starting work, but will be held responsible for their regular duties during the meal period.

(b) Yardmasters assigned to work at a point where yardmaster service is not continuous under the provisions of Rule 12(c) will be given one hour off duty for a meal period between the ending of the fourth hour and the beginning of the seventh hour from their regular assigned starting time.

(c) At a point where yardmaster service is not continuous, when service requirements make it necessary for yardmasters to work the meal period, the meal period will be paid at overtime rates.
RULE 8

Seniority Rosters

(a) Seniority rosters shall be revised in March of each year. The roster shall show the name and seniority date of all regular and extra yardmasters. A copy of the revised roster shall be posted at each location where yardmasters are employed and a copy thereof shall be furnished to Local and General Chairman.

(b) A protest involving the record, date or rank of a yardmaster must be filed within sixty days after the latest yardmasters' seniority roster is issued. Such protest shall be addressed to the Superintendent and the Chairman of the Grievance Committee and must contain a clear statement of the protestant's claim over his personal signature. If no protest is filed before the expiration of sixty days after the latest roster is issued, the roster shall be considered approved.
RULE 9

Seniority

(a) Yardmasters, who, on the effective date of this agreement, have a seniority date on an approved roster for yardmasters shall retain such date and continue to accumulate seniority in their respective divisions in accordance with the rules of this agreement.

(b) To establish seniority rights or a seniority date under this agreement, an employee must serve a test period of sixty shifts within any twelve-month period and if permitted to complete the test period, he shall establish a seniority date as of the first shift worked as yardmaster in any such twelve-month period in his respective seniority division. Where an employee is disapproved during the test period, he will be so advised in writing. Where two or more men acquire the same seniority date, their relative standing on the roster will be determined by the length of their last continuous service with the Company.

(c) A yardmaster who fails to exercise his seniority and accept a regular or regular relief position as yardmaster in accordance with his seniority standing, shall forfeit all rights as a yardmaster unless a junior qualified yardmaster is available. If senior yardmasters do not accept a regular or regular relief position, the most junior qualified yardmaster will be forced to accept such assignment, and failure to do so will forfeit his yardmaster's seniority.
RULE 10

Exercise of Seniority

When positions are abolished and forces are reduced, each yardmaster assigned to a regular or regular relief assignment will be notified at least four days prior to the discontinuance of his assignment. In any event, yardmaster shall be paid for the entire work week. When written notice is deposited in a United States Post Office or post box, postage prepaid by certified mail and addressed to the individual at his address last known to the Company, notice shall be deemed to have been given.

A yardmaster who is displaced through cancellation of his assignment, or through the exercise of seniority, or where the starting time is changed five hours or more shall within ten calendar days be permitted to exercise his seniority and displace a yardmaster who is his junior. A yardmaster who does not desire to displace a junior yardmaster will be considered unassigned until he is needed to perform service under the provisions of Rules 9 and 14.

NOTE: An employee who is affected for the above reasons and who takes his vacation immediately after being affected will have ten calendar days to exercise his seniority after the conclusion of his vacation.
RULE 10A

Force Reduction

(a) 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 (b) below, provided that such conditions result in suspension of a carrier's 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.

(b) 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 carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

(4-23-71)
RULE 11

Workweek

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

The workweek will consist of five consecutive days, with two days off in each seven, except as hereinafter provided.

(a) When service is required by the carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra or unassigned yardmasters.

(b) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rule. They may on different days, however, have different starting times within the periods specified in the starting time rule, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.

(c) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified, as provided for in Section (b), in
RULE 11 (Continued)

Workweek

a particular yard, such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

(d) Where it is not practicable to grant two consecutive days off in a workweek to regularly assigned or regular relief yardmasters, the Carrier may assign nonconsecutive days off.

(e) Extra or unassigned yardmasters may work any five days in a workweek and their days off need not be consecutive.
RULE 12

Starting Time

(a) Regularly assigned yardmasters shall each have a fixed starting time. The starting time of yardmasters shall not be changed without at least forty-eight hours' advance notice to the yardmaster whose starting time is to be changed.

(b) When three eight-hour shifts are worked in continuous service covering the twenty-four hour period, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second, 2:30 p.m. and 4:00 p.m.; and the third, 10:30 p.m. and 12 midnight.

(c) Where the service is not continuous covering the twenty-four hour period, yardmasters may be started at any time, subject to the provisions of paragraph (a).
RULE 13

Bulletins

(a) All new positions and vacancies of a permanent nature and all positions for regular relief yardmaster will be advertised by written notice posted in division bulletin books for a period of five calendar days. Such notice shall contain information regarding the date of the close of notice, the location of the position, hours of assignment, rest days, and the rate of pay. Each yardmaster who does not hold a regular or regular relief position will be sent a copy of such bulletins. A copy of the bulletins will also be posted in the bulletin book at each point.

(b) Employees desiring such positions will within five calendar days of date of posting of the bulletin file their application in writing with the official whose name is signed to the bulletin. The senior applicant, fitness and ability considered, shall be assigned thereto as soon as practicable.

(c) Prior to the beginning of each ore season, all yardmaster's positions shall be bulletined and each yardmaster will be sent a copy of such bulletins. A copy of the bulletins will also be posted in the bulletin book at each point.

When copies of the bulletins are deposited in a U. S. Post Office and addressed to the individual at his address last known to the Company, the Company shall have fulfilled its obligation.

NOTE: The provisions of paragraph (d) will not apply at the end of the ore season.

AUG 6 1975
RULE 14

Filling Temporary Vacancies

(a) Temporary vacancies of less than 14 calendar days shall be filled by the senior qualified unassigned yardmaster who has seniority rights on the division on which the vacancy occurs.

(b) Temporary vacancies known to be of 14 or more calendar days duration may be filled by the exercise of seniority of a yardmaster who has seniority rights on the division on which the vacancy occurs.

(c) Vacancies created by a yardmaster on vacation, when such vacancies are not covered by a regular vacation relief position, shall be filled as follows:

Vacancies of one week (7 calendar days) will be filled by the senior qualified unassigned yardmaster who has seniority rights on the division in which the vacancy occurs.

Vacancies of two weeks or more duration may be filled by the exercise of seniority of a yardmaster who has seniority rights on the division in which the vacancy occurs.

(d) When there are no unassigned yardmasters available, vacancies covered in paragraphs (a), (b) and (c) shall be filled by using the senior regular assigned yardmaster working in the particular yard where the vacancy occurs, who may be doubled or worked on his rest day.

(e) Upon completion of such temporary service all employees affected will revert to their regular assigned positions.

(f) In the event the senior qualified unassigned yardmaster refuses to fill any temporary
RULE 14 (Continued)

Filling Temporary Vacancies

yardmaster vacancy, he will be placed in a fur-
loughed status and will not be recalled until
needed by the Company. In this case, the next
senior qualified yardmaster will be called. The
most junior yardmaster will be forced to fill
the vacancy or forfeit his yardmaster's
seniority.

NOTE 1 - The above will not apply if the
senior unassigned yardmaster is ill,
on proper leave or on vacation.

NOTE 2 - The senior unassigned yardmaster who
is called to fill a temporary yard-
master's vacancy and lays off there-
from shall not be used in train
service on that particular day or days
that he could work a temporary yard-
master vacancy.

Service as a yardmaster and service per-
formed in train service, covered by the provi-
sions of the Five-Day Work Week Agreements
effective December 1, 1955, will be combined in
the computation leading to the application of
the Five-Day Work Week Agreement.

Combination of service performed as an
unassigned yardmaster and in train service will
not exceed 5 days in any work week.

When additional yardmasters are needed to
fill yardmaster vacancies and new positions,
such vacancies and new positions shall be
bulletined to Trainmen and/or Yardmen on the
respective division. The senior trainman and/or
yardman making application for vacancies and new
positions shall be assigned, subject to general
fitness and ability.

AUG 6 1975
RULE 15

Leave of Absence

(a) Yardmasters may be granted a leave of absence for a period not to exceed six months. Except in cases of sickness or disability, leave of absence in excess of six months will not be granted without the concurrence of the organization.

(b) Yardmasters promoted to official positions with the Duluth, Missabe and Iron Range Railway Company, or with the Railroad Yardmasters of America shall be granted leave of absence and shall retain their seniority as yardmasters. Yardmasters when released from such official position, shall within 10 days, return to their former yardmaster position or exercise their seniority to any position bulletined during their leave that they are entitled to.

(c) Yardmasters serving on the General Grievance Committee shall be granted a leave of absence and shall retain their rights on the assignment they were holding when they laid off for committee work and shall return to their former yardmaster position or exercise their seniority to any position bulletined during their leave that they are entitled to.

(d) An employee who fails to report for duty at the expiration of his leave of absence will forfeit his yardmaster seniority rights.

(e) Upon returning to service employees will be allowed three calendar days to exercise their seniority rights to a position bulletined during their absence.
RULE 15 (Continued)

Leave of Absence

(f) If an employee's former position has been abolished, or a senior employee has exercised displacement rights to the position, the employee may exercise his seniority rights to a position held by a junior employee providing such displacement is made within three days of the expiration of his leave of absence.

(g) Yardmasters reporting for duty after a leave of absence, illness, or temporary absence from their assignment must notify the Superintendent or his agent of his desire to return to service prior to 12 noon for an assignment on either the second (afternoon) or the third (night) shift and prior to 2 p.m. on the day preceding the assignment on the first (day) shift.
**RULE 16**

**Sick Leave**

A yardmaster who has seniority as such of one year or more, will be allowed compensation for time absent from his yardmaster position account of bona fide sickness to the yardmaster himself on the following basis:

<table>
<thead>
<tr>
<th>Number of Working days</th>
<th>per calendar year</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year and less than two years of seniority</td>
<td>5</td>
</tr>
<tr>
<td>Two years and less than three of seniority</td>
<td>$7\frac{1}{2}$</td>
</tr>
<tr>
<td>Three years or more of seniority</td>
<td>10</td>
</tr>
</tbody>
</table>

Satisfactory evidence as to sickness in the form of a certificate from a reputable physician may be required by the Company. For the purposes of the above provisions, one ore shipping season shall be deemed to be the equivalent of one year for seasonal yardmasters.
RULE 17

Investigation and Discipline

(a) An employee who has acquired 60 days seniority as a yardmaster in accordance with the terms of this agreement and is accused of an offense involving discipline will be advised in writing of the specific offense or offenses with which he is charged. Such notification must be served within fifteen days following the date the offense was alleged to have been committed.

(b) A yardmaster may be held out of service pending investigation. At the hearing only the charge or charges specified in accordance with Paragraph (a) hereof shall be considered.

(c) The hearing must be held within ten days of the date notification is served. The yardmaster may be represented at such hearing by a duly authorized RYA representative of his choice.

(d) All witnesses shall be available at such hearing and the yardmaster and his representative shall have the right to be present and hear all testimony, and interrogate all witnesses.

(e) If the testimony presented at such hearing shall not sustain the charge or charges, the yardmaster shall be exonerated and paid for all time lost.

(f) When a stenographic transcript of the evidence is taken at the investigation, copy will be furnished the representative of the accused, if requested.
RULE 17 (Continued)

Investigation and Discipline

(g) The Company shall within reasonable time after date of hearing, furnish to the accused yardmaster and his representative a copy of the decision if requested.

It is recognized that where a yardmaster is dismissed from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings. This understanding is not intended to change existing rules or practices which now provide for deduction of other earnings in discipline cases.

(4-23-71)
RULE 18

Attending Court, Inquests, Investigations, Etc.

Yardmasters requested by the Company to attend court, inquests, investigations, hearings, etc., or to otherwise appear as witnesses, shall be furnished transportation and shall be allowed compensation equal to that which they would have earned, had such interruptions not taken place, and in addition necessary actual expenses while away from headquarters.
RULE 19

Absence from Work

Employees will not absent themselves from work without permission from the proper official. An employee detained from work on account of sickness or for any other good cause must notify the proper official as early as possible.
RULE 20

Time Limit on Claims

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty days 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 sixty days from the date same is filed, 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.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty days from receipt of notice of disallowance, and the representative of the Carrier shall be notified 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.

(c) The procedure outlined in Paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. All claims or grievances involved in a decision by the highest officer designated by the Carrier shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate Division of the National
RULE 20 (Continued)

Time Limit on Claims

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 one year period herein referred to.

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. 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 rights of representatives of the organizations parties 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.
RULE 21

Assigned to Other Duties

Yardmasters assigned to other than their regular duties shall be compensated at the rate applicable to the service performed, but in no case shall such rate be less per hour than the yardmaster would have earned had he been continued in yardmaster service.
RULE 22

Examinations

Yardmasters required to report for examination or re-examination of any type, physical, visual, or mental shall be given an opportunity to take such examination without loss of time.
RULE 23

Transportation

Yardmasters covered by this agreement and those dependent upon them for support, will be given the same consideration in granting or requesting free transportation as is given to other employees insofar as such transportation will be granted by other carriers.
SUPPLEMENT NO. 1

Compulsory Retirement

(a) The seniority rights and employment of all employees coming within the scope of the agreement between the parties signatory hereto shall be terminated on the anniversary of their birthday at age 65.

(b) The Carrier's records shall govern in determining birth date of employees subject to the provisions of this agreement.

(c) Nothing in this agreement will be construed as preventing an employee from retiring of his own volition.

(d) The provisions of this agreement may be temporarily suspended by the Carrier during periods of national or other emergencies which cause a shortage of employees.

(e) This agreement shall not in any way be used as a basis for any time or money claim or action at law against the Duluth, Missabe and Iron Range Railway Company.

(f) This agreement shall supersede any other agreement, rule or interpretation, however established, to the extent that it is inconsistent herewith.
SUPPLEMENT NO. 2

Holidays

Section 1. Effective January 1, 1968, 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 Year's Day    Labor Day
Washington's Birthday Thanksgiving Day
Decoration Day     Christmas
Fourth of July     Employee's Birthday

Veterans Day

Section 2. If an employee's birthday falls or one of the eight holidays named above, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Section.

Section 3. 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 workday, 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.
SUPPLEMENT NO. 2 (Continued)

Holidays

Section 4. In instances when a recognized holiday, or the day such holiday is observed by the State or nation, falls on an assigned workday 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. (11-29-67)

Section 5 (a) When any of the holidays enumerated in Section 1 hereof falls on a rest day of a regularly assigned yardmaster, he shall receive, in addition to his regular pay, one day's 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 day's 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 Section 3 hereof.
SUPPLEMENT NO. 2 (Continued)

Holidays

(b) When any of the holidays enumerated in Section 1 hereof falls during a regularly assigned yardmaster's vacation period, he shall receive, in addition to his regular pay, one day's 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.

(c) The rest day holiday and vacation holiday pay provided by this Section 5 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.

Effective Jan. 1, 1968, each yardmaster's monthly rate of pay shall be adjusted by (a) deducting the money equivalent of the holiday pay adjustment (28 straight time hours annually) provided for by Article III of the September 27, 1961 Agreement or its equivalent, and by (b) deducting the money equivalent of the holiday pay adjustment (8 straight time hours annually) provided for by Article II of the January 29, 1965 Agreement or its equivalent. Percentage
SUPPLEMENT NO. 2 (Continued)

Holidays

adjustments made to these amounts in subsequent settlements shall not be added to these deductions.

Thereafter -

(1) The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.

(2) The straight time hourly rate shall be determined by dividing the monthly rate by 174.

This provision shall not apply on any road on which under existing rules yardmasters were paid additionally for work on holidays on the effective dates of Article III of the Agreement of September 27, 1961 (or its equivalent) and Article II of the Agreement of January 29, 1965 (or its equivalent), captioned "Holiday Pay".
SUPPLEMENT NO. 3

Medicare

Any employee or dependent who has attained age 65 shall be deemed to be covered by both Part A (Hospital Insurance Benefits for the Aged) and Part B (Supplemental Medical Insurance Benefits for the Aged) of Medicare as of the later of July 1, 1966 or the first day of the month in which the 65th birthday of such employee or dependent occurs, and the following shall apply to such employee or dependent:

1. To the extent the benefits of the Program are provided under Medicare Part A, they shall not be provided under the Program of Insurance Benefits.

2. For any of the physicians' services benefits of the Program (all of which are covered under Medicare Part B), or any hospitalization benefits of the Program covered under Medicare Part B, payment under the Program shall be 20% of the benefit which would otherwise be payable under the Program, except that the amount considered to be otherwise payable under the Program for physicians' services benefits, solely for the purpose of applying such 20%, shall be the reasonable charges of the physician.

3. For any month for which such employee or dependent is covered for the physicians' services benefits of the Program, the Company shall pay the charge required for Medicare Part B benefits up to $3.00 per month for each such employee or dependent, except for any dependent whose charge
SUPPLEMENT NO. 3 (Continued)

Medicare

is deducted from Railroad Retirement or Social Security benefits. Such payment shall, if possible, be made direct to the Railroad Retirement Board or the Social Security Administration on behalf of such employees and dependents under arrangements to be developed with such agencies.

The Company shall take reasonable steps to inform employees of these provisions and the necessity for timely enrollment under both Part A and Part B of Medicare by any employee or dependent attaining the age for such enrollment.

This arrangement has been developed in the light of the specific provisions of the Medicare Program, and shall not be required as any precedent with respect to the adjustment of the Program required by each insurance agreement because of benefits provided by law.
SUPPLEMENT NO. 4

Mileage Allowance

An employee who is authorized to use his own private vehicle in the performance of Company duties shall be allowed an automobile allowance of 12¢ per mile for travel therefor.

Extra employees will be paid the mileage allowance from their headquarters point going to an extra assignment and returning after completion of the assignment.

Regular relief employees will be paid the mileage allowance each day when necessary to travel away from their headquarters point to fill a relief position. Headquarters point will be determined by the preponderance of work at a point.

(6-22-74)

Understanding:

Headquarters point for an extra employee shall be the one of the following points which is closest to his residence:

Steelton
Proctor
Taconite Junction
Mitchell
Rainy Junction
Biwabik
Two Harbors

(1-3-75)
SUPPLEMENT NO. 5

Moratorium

1. It is agreed that the Non-Contributory Pension Plan, as detailed in a separate agreement, shall be placed in effect on March 31, 1973, and the improvements in the Program of Insurance Benefits, as detailed in a separate agreement, shall become effective April 1, 1972, and, except as hereinafter provided, both will continue in effect without change or modification until 11:59 p.m., March 31, 1977, and shall remain in effect thereafter until revised or terminated in accordance with the terms of the Railway Labor Act, as amended.

2. It is understood and agreed that the payment of, or provisions for, the benefits provided by Section 1 of this agreement is contingent upon the corporate action necessary to provide such benefits; the obtaining and/or retaining a ruling from the Commissioner of Internal Revenue that the cost of such benefits is a currently deductible expense under the Internal Revenue Code of 1954, as now in effect or as hereafter amended; or obtaining the approval of such other governmental agencies as may be required to establish the legal status of such benefits.

3. It is understood and agreed that since the basic intent of this agreement is to follow the national railroad pattern during the term of the agreement, except that any future changes in the Non-Contributory Pension Plan and/or the Program of Insurance Benefits that are adopted
SUPPLEMENT NO. 5 (Continued)

Moratorium

by other represented railroad employee groups
participating therein will be available to the
parties to this agreement therefore:

(a) Neither party to the agreement
will serve on the other party any notice
to change any existing agreement or estab-
lish any new agreement concerning rates of
pay, rules, or working conditions before
March 31, 1977, except:

(1) Uniform notices served
generally on railroads nationally,
in which event the parties agree to
join in and be bound by any national
settlement thereof. If at any time
in the future the Railroad Yardmasters
of America negotiate a national agree-
ment which provides either insurance,
health, welfare, and/or pension
benefits, or in lieu thereof in-
creases in rates of pay or changes
in rules or working conditions, the
Company will not be obligated to
place any such agreement in effect
unless the cost of such agreement
reaches and exceeds the cost of the
insurance, health, welfare and pension
plans then in effect. In the event
the cost of such agreement exceeds
the cost of the agreements covered
by Item 1 of this agreement (as then
in effect), the Company will be
obligated to extend to the employees
represented by the Railroad Yardmasters
of America only the difference in such
costs.
SUPPLEMENT NO. 5 (Continued)

Moratorium

(2) On or after April 1, 1975, the Union may request any changes made hereafter to the Non-Contributory Pension Plan and/or the Program of Insurance Benefits that are made available to any other railroad group of represented employees participating in such plans.

(b) This agreement will remain in effect, without change, until March 31, 1977, and thereafter until changed or amended in accordance with the provisions of the Railway Labor Act, as amended. In the event any improvements to the Pension and/or Insurance Plan are agreed upon pursuant to notice served under Section 3 (a) (2) above, the date, March 31, 1977, wherever it appears in this agreement shall be extended by the amount of elapsed time occurring between April 1, 1972 and the date of such subsequent agreement improving said Pension and/or Insurance Plans.
SUPPLEMENT NO. 6

Payments to Employees Injured Under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

(1) deadheading under orders or

(2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:
SUPPLEMENT NO. 6 (Continued)

Payments to Employees Injured Under Certain Circumstances

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

- Loss of Life: $100,000
- Loss of Both Hands: 100,000
- Loss of Both Feet: 100,000
- Loss of Sight of Both Eyes: 100,000
- Loss of One Hand and One Foot: 100,000
- Loss of One Hand and Sight of One Eye: 100,000
- Loss of One Foot and Sight of One Eye: 100,000
- Loss of one Hand or One Foot or Sight of One Eye: 50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than $100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.
SUPPLEMENT NO. 6 (Continued)

Payments to Employees Injured Under Certain Circumstances

(3) **Time Loss**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) **Aggregate Limit**

The aggregate amount of payments to be made hereunder is limited to $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.
SUPPLEMENT NO. 6 (Continued)

Payments to Employees Injured
Under Certain Circumstances

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for
accidental death shall be made to the employee's
personal representative for the benefit of the
persons designated in, and according to the
apportionment required by the Federal Employers
Liability Act (45 U.S.C. 51 et seq., as amended),
or if no such person survives the employee, for
the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b)
shall not be payable for or under any of the
following conditions:

(1) Intentionally self-inflicted
injuries, suicide or any attempt thereat,
while sane or insane;

(2) Declared or undeclared war or
any act thereof;

(3) Illness, disease, or any bacterial
infection other than bacterial infection
occurring in consequence of an accidental
cut or wound;

(4) Accident occurring while the
employee driver is under the influence of
alcohol or drugs, or an employee passenger
who is under the influence of alcohol or
drugs who in any way contributes to the
cause of the accident;

(5) While an employee is a driver or
an occupant of any conveyance engaged in any
race or speed test;
SUPPLEMENT NO. 6 (Continued)

Payments to Employees Injured Under Certain Circumstances

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after November 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:
SUPPLEMENT NO. 7

Union Shop

IT IS AGREED

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 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 days within a period of twelve 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.

Section 2

This agreement shall not apply to employees while occupying positions which are excepted from the bulletinng and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization of their option.
SUPPLEMENT NO. 7 (Continued)

Union Shop

Section 3

(a) Employees who retain seniority under the Rules and Working Conditions 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 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 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 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 leaves 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.
SUPPLEMENT NO. 7 (Continued)

Union Shop

(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, 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 agreement 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 agreement 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 member-
ship. 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 a 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 or Certified 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 agree-
ment and who the organization therefore claims
is not entitled to continue in employment sub-
ject to the Rules and Working Conditions Agree-
ment. The form of notice to be used shall be
agreed upon by the carrier and the organizations
involved and the form shall make provision for
specifying the reasons for the allegation of
noncompliance. Upon receipt of such notice, the
carrier will, within ten calendar days of such
receipt, so notify the employee concerned in
writing by Registered or Certified 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 facts
that he has failed to comply with the terms
of this agreement, shall within a period of ten
SUPPLEMENT NO. 7 (Continued)

Union Shop

calendar days from the date of receipt of such notice request the carrier in writing by Registered or Certified 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 calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered or Certified 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 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 calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.
SUPPLEMENT NO. 6 (Continued)

Payments to Employees Injured Under Certain Circumstances

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of September 20, 1968

(employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article supersedes as of November 1, 1968 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by October 13, 1968, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article in lieu of this Article.
(Article IV of 9-20-68 National Agreement)
SUPPLEMENT NO. 7 (Continued)

Union Shop

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 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 or Certified 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 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 or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty 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 or Certified 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 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 calendar days from the date of the decision the organization or
SUPPLEMENT NO. 7 (Continued)

Union Shop

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 calendar days from the date decision is rendered by the neutral person.

(c) If within ten 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 or Certified 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 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 or Certified 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 shares by the carrier, the organization and the employee.

(d) The time periods specified in this section 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 a 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 received 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 for a period in excess of sixty calendar days from the date of the last
SUPPLEMENT NO. 7 (Continued)

Union Shop

decision rendered under the provisions of Section 5 or ninety 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 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletinizing rules of the respective agreements but the employee may remain on the position he 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 provisions 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 employee's 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 noncompliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 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
SUPPLEMENT NO. 7 (Continued)

Union Shop

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 carriers predicated 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 employee's 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 noncompliance 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 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.
SUPPLEMENT NO. 7 (Continued)

Union Shop

Section 9

An employee whose employment is terminated as a result of noncompliance 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 or 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 requirement 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
SUPPLEMENT NO. 7 (Continued)

Union Shop

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.

Section 11

This Agreement shall become effective April 1, 1962, and remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.
SUPPLEMENT NO. 8

Vacations

Section 1 (a) (1)

An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year. (1-29-65)

Section 1 (a) (2)

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, 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 ten or more years of continuous service with the employing carrier. (11-29-67)

Section 1 (a) (3)

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, 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 or more years of continuous service with the employing carrier. (1-29-65)
SUPPLEMENT NO. 8 (Continued)

Vacations

Section 1 (a) (14)

An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Section 2, 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. (4-23-71)

Section 1 (c)

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 Section 1(c). 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. (4-23-71)
SUPPLEMENT NO. 8 (Continued)

Vacations

Section 1 (d)

In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier. (4-23-71)

Section 1 (e)

In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4), and 1(d) hereof. (4-23-71)
SUPPLEMENT NO. 8 (Continued)

Vacations

Section 1 (f)

In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4), and 1(d) hereof.

(Note to Sections 1 (a), 1(b) and 1(c): A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)

Section 2 (a)

Local officers of the carrier and 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.
SUPPLEMENT NO. 8 (Continued)

Vacations

Section 2 (b)

(1) - When vacations are afforded

(1) - 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.

(ii) - 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 Section 1.

(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:

(i) - 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 Section 1.
SUPPLEMENT NO. 8 (Continued)

Vacations

(ii) - 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 Section 1.

Section 2 (c)

A yardmaster who performs service as yardmaster on any day of his assigned yardmaster vacation period will be paid for such service at time and one-half rather than straight time in addition to vacation pay provided in Section 2 (b).

Section 2 (d)

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

Section 2 (e)

The vacation provided for in this Agreement shall be considered to have been earned when the yardmaster has qualified under Section 1 hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, noncompliance 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
SUPPLEMENT NO. 8 (Continued)

Vacations

up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the yardmaster has qualified therefor under Section 1. 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 or his estate, in that order of preference.

Section 2 (f)

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

Section 3

Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1973 and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 or in any subsequent year), 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. (4-23-71)
SUPPLEMENT NO. 9

Jury Duty

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 day's 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 exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) 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.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(5) When a yardmaster is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the yardmaster's regular position shall be blanked, notwithstanding the provisions of any other rules.

(4-23-71)
SUPPLEMENT NO. 10

Job Abolishments

In the event a carrier decides to abolish a yardmaster position covered by the rules of a collective agreement between the Railroad Yardmasters of America 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 abolition. 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 abolition.

Nothing in this Agreement shall affect existing rights of either party in connection with abolishing yardmaster positions.

The parties signatory to this Agreement will establish within 60 days of the date of this Agreement a Standing Committee consisting of two partisan members representing the Carriers, and two partisan members representing the Organization, to consider the matter of duties and responsibilities of yardmasters. The Standing Committee shall determine the procedures under which it will operate, with the understanding such procedures will not include arbitration unless agreed upon by the partisan members of the Standing Committee. The life of the Standing Committee shall extend over the term of this Agreement, at which time it will be terminated unless continued by mutual agreement of the partisan members. (2-2-73)
SUPPLEMENT NO. 11

Dues Deduction

1. The provisions of this agreement at any time shall have application only to employees in those crafts or classes for which at such time the Organization is the recognized and duly accredited collective-bargaining representative on the property of the Carrier, and, if at any time the Organization no longer represents any craft or class of employees on the property of the Carrier, this agreement immediately shall terminate.

2. In accordance with and subject to the terms and conditions of this deduction agreement, the Carrier will deduct, from the second half month's wages due to each employee from whom it receives a valid written wage assignment as described herein in paragraph 3, an amount each month during the continuance in effect of the assignment which shall be equal to the amount to be paid by such employee to the organization for initiation fees, dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring and maintaining membership in such organization.

3. No such deduction as specified in paragraph 2 shall be made except from the wages of an employee who has executed and delivered to the Carrier a written wage assignment, authorizing the Carrier to withhold such amount and pay them to the officers designated in writing by the Organization. Such assignment shall be executed on a form the language of which shall be identical with that appearing in "Attachment A" which is attached hereto and made a part hereof and shall be revocable in writing by the employee
SUPPLEMENT NO. 11 (Continued)

Dues Deduction

within fifteen days after the end of the calendar year, but if the employee does not so revoke the assignment it shall be considered as reexecuted. The reexecuted assignment shall continue in full force and effect for a period of one year, and shall be considered as reexecuted from year to year unless and until the employee shall execute the revocation form within fifteen days after the end of any such calendar year, or unless this agreement is terminated. The revocation shall be executed on a form the language of which shall be identical with that appearing in "Attachment B," which is attached hereto and made a part hereof. Any such assignment automatically shall expire upon termination of the employment of the maker thereof or termination of his membership in the Organization. The forms to be used for wage assignment and revocation, and the deduction lists referred to herein in paragraph 4, shall be furnished as necessary by the Organization to the employees, without cost or obligation to the Carrier. The assignment and revocation forms shall be printed on five-inch by seven-inch cards of white index stock not less than ninety pounds in weight. The Carrier shall have the responsibility or obligation whatsoever in connection with the procurement of the execution of said forms by the employees.

4. Individual wage assignments to be effective must be in possession of the proper officer of the Company at least 30 days in advance of the first payroll deduction scheduled for that individual. The officers designated by the Organization shall provide the Carrier with
SUPPLEMENT NO. 11 (Continued)

Dues Deduction

deduction lists certified as to their correctness. Such deduction lists shall remain in effect until changed by the submission of a subsequent list but dues deduction amounts may not be changed more often than once every three months. The deduction lists shall be submitted on the form attached hereto and made a part hereof and marked "Attachment C." No deduction will be made for any employee for whom an entry on the deduction lists is incomplete, illegible, or otherwise doubtful. All entries, to be considered complete, must specify the employee's number assigned by Carrier, employee's name, and the amount to be deducted from the wages of such employees. The employees whose names are contained in such deduction lists shall in all cases be employees who have executed wage assignments which either have been delivered to the Carrier previously or are delivered with the deduction lists, and which remain unrevoked as of the delivery date. The Carrier will honor wage assignments and revocations of wage assignments received directly from the employee.

5. Deductions as provided for herein will be made by the Carrier from wages due to employees for the last half of the month and the carrier will remit by check payable to the order of the Organization's Secretary-Treasurer or other officer of the Brotherhood as may be designated by its President, the amount which corresponds to the total of all deductions properly authorized. Such remittance checks shall be mailed to the designated representatives on or before the
SUPPLEMENT NO. 11 (Continued)

Dues Deduction

fifteenth day of the month following the month in which deductions are made. With each remittance check, the Carrier will furnish uniform alphabetical deduction lists (attachment D) in triplicate, by local lodge. Such lists will include the employee's name, social security number or payroll identification number and the amount of union dues deduction from the pay of each employee, the summary total amount of deductions for each lodge and for all lodges, and if no deductions are made for a particular individual on the list, a reason shall be shown therefor.

To facilitate application of this agreement, the Carrier will, at the close of each month, or as early as possible thereafter, furnish the General Chairman of the property a list showing the name, Social Security account number or payroll identification number and department of employees hired, or terminating their employment during the calendar month just ended.

Deductions will be made by the Carrier only from regular wage payments due to employees and not from special payroll payments or time checks. No deductions will be made in any month from wages of an employee member in any lodge for which the wage assignments are not received by the Carrier's designated representative at least 30 days in advance of the first payroll deduction scheduled for that individual or if the earnings of the individual will not permit the full amount of deduction, no deduction will be made for that month. No deductions will be accumulated or carried over from month to month for any reason whatsoever. No deductions will be made for purposes other than the payment of initiation fees, dues, and assessments, and no more than one
SUPPLEMENT NO. 11 (Continued)

Dues Deduction

deduction will be made for any employee in any month.

In any instance in which the Carrier commits an error in the amount of any deduction withheld from an employee's wages, the Carrier may adjust such mistake directly with the employee. In the event of any mistake by the Carrier in the amount of its remittance to the designated representatives of the Organization, if such mistake is not otherwise adjusted prior to the dispatch of the remittance for the following month to such representatives, the Carrier will be permitted to adjust the amount of such succeeding remittance to correct the mistake. The Carrier's liability for any and all amounts deducted pursuant to this agreement shall terminate at the time it mails its checks for the amounts of such deductions, properly addressed, to the designated representatives of the Organization.

6. No deduction for initiation fees, dues, or assessments will be made from the wages of any employee who does not have due to him for the second half of the month wages in an amount equal to or exceeding the sum to be deducted in accordance with this agreement, after first deducting any amounts which may have been authorized for the following purposes:

a. Taxes due various governments.
b. Legal attachments and garnishments.
c. Amounts due the Carrier.
d. Payments on Group Life Insurance or Accident, Health and Hospitalization Insurance Plans.
e. United States Savings Bonds.
f. Board bill.

7. Responsibility of the Carrier under this agreement shall be limited to dispatching to the
SUPPLEMENT NO. 11 (Continued)

Dues Deduction

Organization its checks for amounts actually deducted from the wages of employees. The Carrier shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions, or remittances, except for correction of mistakes in such deductions or remittances as set forth in paragraph 5 herein. Any questions arising with respect to the making of the deductions, the amount thereof or the authorization therefor, shall be handled by the employee involved with the Organization, any any complaints against the Carrier in connection therewith shall be handled with the Carrier official designated by the Carrier on behalf of the employee concerned in conference arranged for this purpose.

8. No part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation or misapplication of, or noncompliance with, any part of this agreement.

9. The Organization shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability, loss, or damage resulting from the Carrier entering into this agreement, or resulting from the Carrier complying with, or acting in good faith in an attempt to comply with, the provisions of this agreement.

(11-7-73)
Attachment "A"

WAGE ASSIGNMENT AUTHORIZATION

Social Security No.__________________
Employee's No._____________________

Print
Full Name________________________
Last Name   First Name   Middle Initial

To Duluth, Missabe and Iron Range Railway Company

I hereby assign to the Railroad Yardmasters of America that part of my wages necessary to pay my periodic union dues, assessments, and initiation fees (not including fines and penalties) as reported and certified to the Company in deduction lists by the duly authorized individuals designated by the Organization, of which I am a member, as provided in the Deduction Agreement entered into by the Railroad Yardmasters of America and the Duluth, Missabe and Iron Range Railway Company on Nov. 7, 1973 and I hereby authorize said Company to deduct from my wages all such sums and to pay them over to said authorized individuals in accordance with the terms of the Deduction Agreement. This assignment shall be revocable by me in writing on the prescribed form within fifteen days after the end of the calendar year. If I do not so revoke the assignment within said fifteen days, it shall be considered as re-executed. The re-executed assignment shall remain in effect for a period of one year and be considered as re-executed from year to year unless I shall execute a revocation in writing on the prescribed form within fifteen days after the end of any calendar year. Notwithstanding the above, this assignment shall automatically terminate upon the termination of my employment with the Duluth, Missabe and Iron Range Railway Company or upon the termination of my membership in the Organization.

Date____________________________, 19______

(Signature)_______________________
Attachment "B"

WAGE ASSIGNMENT REVOCATION

Social Security No.____________

Employee's No._______________

Print
Full Name

Last Name  First Name  Middle Initial

To Duluth, Missabe and Iron Range Railway Company:

I hereby revoke the Wage Assignment authorization now in effect assigning to the Railroad Yardmasters of America that part of my wages necessary to pay my periodic union dues, assessments, and initiation fees and I hereby cancel the Authorization now in effect authorizing the Duluth, Missabe and Iron Range Railway Company to deduct such periodic union dues, assessments and initiation fees from my wages.

Date_______________, 19_____

(Signature)_________________
DEDUCTION LIST

RAILROAD YARDMASTERS OF AMERICA

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

Please deduct from earnings of each employee listed hereon for the second half of the month of ____________, 19__, the amount shown opposite his name.

Signed __________________________

Title __________________________

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Employee Number</th>
<th>Emp. Name</th>
<th>Amt. to be deducted initially</th>
<th>Amt. to be deducted thereafter</th>
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SUMMARY

Sheet No. 1 __________________________
Sheet No. 2 __________________________
Sheet No. 3 __________________________

Total __________________________
Attachment "D"

MONTHLY LIST OF DEDUCTIONS

Date ____________________

Mr. ____________________
(Brotherhood Officer)

_____________________
(Street)

_____________________
(City and State)

Pursuant to the Check-Off Agreement between the Brotherhood and ________________, enclosed is a machine-produced list for Lodge ________________ for the month of ________________, 19___.

<table>
<thead>
<tr>
<th>Name</th>
<th>Last First</th>
<th>Mid.</th>
<th>Soc. Sec. Acct. No. or Payroll ID</th>
<th>Deduction Acct. Monthly Dues</th>
<th>Init. or Assessment</th>
<th>No Deduction (Reason)</th>
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Total Deduction ________________

_____________________
Carrier Officer

Dues deducted from last pay period of ___ for ___ due (month) (month).
SUPPLEMENT NO. 12

Supplemental Sickness Benefits

Supplemental sickness benefits will be provided in accordance with the terms of the National Agreement of September 30, 1974.
Life of Agreement

This agreement shall become effective July 15, 1974 and shall continue in effect thereafter until it is changed in accordance with the provisions of Supplemental Agreement No. 5, Moratorium, and the Railway Labor Act, as amended, and shall supersede all previous agreements, rules and interpretations in conflict therewith.

Accepted for the RAILROAD YARDMASTERS OF AMERICA

William J. Kosmack
General Chairman

John Schwartz
Local Chairman

Accepted for the DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

Carl L. Signorelli
Director of Labor Relations