AGREEMENT

Between the

PORT TERMINAL RAILROAD ASSOCIATION

and the

RAILROAD YARDMASTERs
OF AMERICA

Covering Rates of Pay
and Working Conditions of
Yardmasters

March 1, 1977
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ARTICLE I
(Scope)

Section 1. This Agreement shall govern the rates of pay, hours of service and working conditions of General Yardmasters, Assistant General Yardmasters and all Yardmasters.

Section 2. The Association will have the privilege to appoint from the ranks of Yardmasters holding regular assignments not more than one General Yardmaster for each shift.

ARTICLE II
Rates of Pay

Section 1. The rates of pay shown below are for assignments of eight (8) hours constituting a day's work and shall not be construed as an obligation to maintain the positions listed or as restricting the Association's right to establish assignments or to discontinue established positions. Should assignments be established which are not in the rate structure, the General Chairman will be promptly advised.

Effective January 1, 1977 *

General Yardmaster: 5 Day Week

Monthly Rate ........................................... $1,523.48
Daily Rate ........................................... 70.05
Straight Time Hourly Rate ............................. 8.76
Overtime Hourly Rate .................................. 13.13

Assistant General Yardmaster: 5 Day Week

Monthly Rate ........................................... $1,500.71
Daily Rate ........................................... 69.00
Straight Time Hourly Rate ............................. 8.63
Overtime Hourly Rate .................................. 12.94

Yardmaster: 5 Day Week

Monthly Rate ........................................... $1,442.41
Daily Rate ........................................... 66.32
Straight Time Hourly Rate ............................. 8.29
Overtime Hourly Rate .................................. 12.44

*These rates include current cost of living increase.

(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.
Section 3. Yardmasters temporarily assigned to lower rated positions governed by this Agreement shall not have their salaries reduced, and when temporarily or permanently assigned to higher rated positions they will receive the higher rate while occupying such positions.

ARTICLE III

Seniority & Roster

Section 1. A seniority roster, showing name, rank and seniority date of Yardmasters will be maintained and available to the employees covered by this Agreement. Such roster will be revised in January of each year and will be open to protest in writing for a period of thirty (30) days from date of issue. Upon presentation of proof of error will be corrected. The General Chairman will be furnished with a copy of each seniority roster.

Section 2. The names and seniority dates of yardmasters on the current accepted roster as of the effective date of this Agreement shall be regarded as confirmed by the acceptance of this Agreement.

Section 3. *Yardmaster's seniority may be exercised only when new positions are created, vacancies occur, forces reduced, or when a Yardmaster is displaced by one his senior or upon return from leave of absence, or after ninety (90) days on same regular assignment.

Section 4. To establish seniority rights or a seniority date under this Agreement, the candidate selected must serve a test period of thirty (30) shifts within a twelve-month period, shall establish a seniority date as of the first shift worked. Where a candidate is disapproved during the test period, he will be so advised in writing. Where two or more men are selected on the same date, their relative standing on the roster will be determined by their length of continuous service with the Association.

ARTICLE IV

Force Reduction

Section 1. In the reduction and increase of forces, seniority will govern.

Section 2. Yardmasters affected due to reduction in force that cannot hold a regular bulletin assignment will not be permitted to hold an appointment as General Yard-
master. Due to reduction in forces or displacement by senior yardmaster a yardmaster so affected whose seniority permits may displace an appointed General Yardmaster only if his seniority does not permit him to displace another yardmaster assigned to the same shift on which he, the yardmaster so affected was working immediately prior to the force reduction.

Section 3. (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 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.

Section 3. When a regular assignment is to be abolished, the Yardmaster filling the assignment will be given not less than twenty-four (24) hours' advance notice, with a copy to the General Chairman.

ARTICLE V

Control of Yards

Subject to the instructions of an official the Yardmasters under the scope of this Agreement shall be responsible for the control of the yards and shall supervise the work of all engines and no official of the Association will act in the capacity of a yardmaster except in case of an extreme emergency.
ARTICLE VI

Giving Up Regular Assignments

It is hereby mutually agreed that any yardmaster (regardless of prefix to the title of yardmaster), after holding a regular or relief assignment ninety (90) days may give up such assignment and displace a junior yardmaster, by giving written notice to the Superintendent with a copy to the General Chairman of the Railroad Yardmasters of America and the crew caller. It is understood that this Agreement does not apply to the displacement of a General Yardmaster.

Yardmasters desiring to exercise seniority under this Agreement must give at least seventy-two (72) hours' notice and if approved the assignment will become that of the senior yardmaster upon completion of the last tour of duty of the work week of yardmaster being displaced.

Yardmaster displaced under the provisions of this agreement will be given at least forty-eight (48) hours' notice if available and will be allowed to exercise their seniority in line with the provisions of the current agreement.

ARTICLE VII

Eight Hour Day, Overtime & Transfer

Eight (8) consecutive hours (or less) shall constitute a day's work, unless a Yardmaster is relieved at his own request. Work performed in excess of eight (8) hours, on instructions from proper authority, shall be paid for as overtime at the rate of time and one half on the regular minute basis. Time consumed in making transfers before going on or off duty will not constitute overtime.

ARTICLE VIII

Starting Time & Changing Hours

Section 1. Regular assignment shall each have a fixed starting time and the starting time will not be changed without at least twenty-four (24) hours advance notice. Where three assignments in continuous or connected service cover the twenty-four (24) hour period in consecutive order, none of such three assignments shall have a starting time between 12:01 AM and 6:00 AM. Except as provided in this paragraph above, other assignments may be started at any time.
Section 2. A change of two hours or more in the starting time of an assignment of yardmasters shall be considered a new position and bulletinized as provided in Section 1, of Article 10. The Yardmaster occupying a position at time of such change in starting time will remain on the assignment until expiration of bulletin and will, in event he does not bid in the changed assignment, displace a Junior Yardmaster.

ARTICLE IX

Five day work week

Section 1. (a) Effective June 1, 1971, Carrier will establish for yardmasters, subject to the exceptions contained in this agreement, a work week consisting of five consecutive days, with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this agreement.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1 (a), the Carrier will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect listing the days off of regular assignments and advertising regular relief assignments.

(c) After assignments as referred to in Section 1 (b) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

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

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

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

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

Section 4. Where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief Yardmasters, the carrier may assign non-consecutive days off or the days off may be accumulated over a period not to exceed five consecutive weeks.

Section 5. Extra or unassigned Yardmasters may work any five days in a work week and their days off need not be consecutive.

Section 6. (a) Existing rules which relate to the payment of daily overtime and practices thereunder are not changed hereby and shall be understood to apply to regular, regular relief, and extra and unassigned Yardmasters.

(b) 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, and extra or unassigned Yardmasters worked as such more than five days in a work week shall be paid time and one-half the basic straight time rate for such excess work, except:

(l) Where days off are being accumulated under Section 4, of this Article IX.

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for a straight time rate under exceptions referred to in paragraphs (a) and (b) of this Section 6, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, etc.
also for calls, basic day, transfer time and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this agreement.

Section 7. No employee will be permitted to work more than five days as Yardmaster in a work week except:

(a) A Yardmaster on a regular or relief assignment as Yardmaster, will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

(b) And extra or unassigned Yardmaster who takes a regular or regular relief assignment, will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

(c) As provided in Section 6, paragraphs (b) and (c).

(d) Other than as provided for in paragraphs (a) and (b) of this Section 7, when there are no extra or unassigned Yardmasters available to fill a vacancy, in which event the senior available Yardmaster shall be used in accordance with applicable rules or practices in effect on the property.

Section 8. Any tour of duty other than as Yardmaster shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in any manner in the application of this agreement.

Section 9. Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this agreement shall be construed to create a guarantee where none now exists.

Section 10. Where relief requirements, as established by the Association, provide five days work per week, a regular assignment of relief Yardmaster will be established and paid at the daily rate of the position relieved. The Association is not obligated to fill a position on the designated rest day, this being recognized as a prerogative of the Association.

Section 11. None of the provisions of this Agreement relating to starting time shall be applicable to any classification of employees included within the scope of this agreement which is not now subject to starting time rules.
Section 12. Existing agreements shall be revised to conform to the provisions of this Article IX.

Section 13. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the Yardmasters, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

ARTICLE X

Job Bulletins, Assignments, and Temporary Vacancies.

Section 1. When new positions are established or permanent vacancies occur, they shall be bulletin within three (3) days for a period of seventy-two (72) hours, and the senior qualified yardmaster bidding will be assigned. Where there are no bidders, the available senior extra Yardmaster will be assigned.

Section 2. It is agreed that the assignment of yardmaster positions should become effective as of 12:01 AM, on the day following the conclusion of the job bulletin.

Section 3. The senior qualified Yardmaster making written application for same shall be immediately assigned to temporary vacancies known to be of more than five (5) days' duration. In the event no application is received for such vacancy, the senior qualified Yardmaster not working as such, shall be assigned.

Section 4. In the event of a temporary vacancy (vacations excluded) on any of the General Yardmasters' assignments, said vacancy shall be filled on a day-to-day basis, the Association shall have the privilege of filling the vacancy with a yardmaster working on that shift provided such yardmaster desires to fill the vacancy.

Section 5. An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.
Section 6. When a temporary vacancy exists known to be of more than five (5) days' duration, such position shall be bulletined promptly as provided for in Sections 1 and 2, of this Article X.

The bulletin to be posted for not less than seventy-two (72) hours, and all bulletins will be up at 10:00 AM, at the expiration of said bulletin.

In the event no applications are received for such vacancy, the senior qualified Yardmaster not working as such shall be required to take such temporary vacancy or forfeit his Yardmaster seniority rights.
ARTICLE XI

Extra Board

A. Temporary vacancies shall be protected on a day-to-day basis by the senior available extra yardmaster.

B. Extra yardmasters will not be permitted to work twice within a twenty-two and one-half (22½) hour period when other extra yardmasters are available (emergency excepted).

C. Extra yardmasters will not be permitted to work more than five (5) days (Monday through Sunday) as yardmasters.

D. Extra yardmasters will be called in seniority order and must have eight (8) hours rest.

E. When an extra yardmaster lays off he will not be permitted to mark up for twenty-four (24) hours from the time he lays off, except when needed in an emergency.

F. When a vacancy exists on any regular yardmaster's job on a holiday, the senior regular assigned yardmaster whose assignment is blanked will be called; and he has the option of working such assignment or having a rest day. On additional yardmaster holiday vacancies, the senior regular yardmaster on off day will be called; and he has the option of working such assignment or having a rest day. Any remaining holiday yardmaster vacancies will be filled from the extra board.

G. Regular yardmasters may be placed on vacation hold-downs of five (5) days or more and will not be required to take the last off days of such hold-down. A yardmaster must give at least three (3) hours' notice before assignment starting time.

H. In the event the yardmaster's extra board becomes exhausted, regular yardmasters will be called in seniority order to fill such vacancies.

I. Yardmasters forfeiting his rights or being disqualified will not be permitted to again work as a yardmaster until approved by the Superintendent.

J. When a vacancy exists for more than fifteen (15) days, other than vacation, the senior yardmaster making application for same shall be assigned. In the event no application is received from an assigned yardmaster for such vacancy, the senior yardmaster not working as such shall be required to take such vacancy or relinquish his yardmaster's seniority.
ARTICLE XII

Meal Period

In agreement reached with the Railroad Yardmasters of America on November 29, 1968, it is intended to provide each yardmaster a twenty (20) minute period in which to eat. Rather than assign specific lunch periods, and since exigencies of the service require a certain flexibility, Yardmasters will line up their work and use their judgment as to the best time to eat so as not to interfere with the operation. This simply means that a Yardmaster will line up the work to be done in advance of his lunch period and will be allowed twenty (20) minutes undisturbed in which to eat.

It is anticipated that a yardmaster may have his engine assignments lined up and go to lunch and an unforeseen emergency may develop. Since the emergency was unforeseen, it is not intended that the Yardmaster would be held responsible for interference with the operation of the Port Terminal Railroad Association.

ARTICLE XIII

Reporting For Duty

Section 1. It is agreed that yardmasters who have been laying off, when reporting for duty, will report not later than three (3) hours in advance of the starting time of their assignment.

Section 2. A yardmaster marking up for duty may place himself on a vacation vacancy provided the vacancy occurred following his last service. A yardmaster returning from rest day, if vacancy occurred during his rest day, may exercise this right by three (3) hours' advance notice of the vacation vacancy's next tour of duty.

ARTICLE XIV

Vacations

Effective January 1, 1976, subject to the terms of the various National Vacation Agreements and local agreements, yardmasters will be entitled to receive vacations, if qualified, subject as follows:

Section 1. (a) 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 rend-
ered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year.

(b) 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 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.

(c) 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.

(d) 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.

Section 2. A yardmaster having a regular assignment will be paid on vacation the straight time compensation of the assignment held at the time vacation is taken.

Section 3. Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days for in any of such schedules.

Section 4. Time off on account of vacation will not be considered as time off account employees own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5. The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of schedule agreements.

Section 6. 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, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years 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 7. The Association is not obligated to fill a position during the vacation period, this being recognized as a prerogative of the Association.

Section 8. Yardmasters who have qualified under the provisions of the vacation agreement for an annual vacation will be permitted to split such vacation, if they so desire.

The length of the entire vacation will be no greater than the length of vacation the employee is entitled to at the time first period is taken.

Section 9. Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carrier as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 10. Vacations shall not be accumulated or carried over from one vacation year to another.

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YARDMASTER'S ADDITIONAL VACATION MEMORANDUM

A. Regular yardmasters will be allowed to take one (1) week vacation on a day at a time basis each year if so desired.

B. These days referred to in Section A will be taken between January 1 and December 1.

C. Yardmasters will mark off and mark up to the Crew Caller in the usual manner, advising of vacation days. Crew Callers will maintain a record of such days.
ARTICLE XV

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.

ARTICLE XVI

Attending Court & Inquest

Section 1. A yardmaster who is instructed by the proper officer to attend court or coroner's inquest as a witness in behalf of the Association, or to report to Association's attorney to make statement in connection with legal proceedings to which the Association is a party, and is unable to perform work on his assignment as a result, will be paid for actual time lost.
Section 2. If required by the Association to attend court or inquest or give statement to Association's attorney outside of the hours of his assignment, a yardmaster will be compensated at one-eighth (1/8th) of the daily rate of the position to which he is assigned, for each hour in attendance, computed from the time he is required to report until released, with a minimum of one (1) hour. The maximum allowance on any calendar day for court or inquest service will be eight (8) hours.

Section 3. If, under Sections 1 and 2, of this Article the proceedings are held outside the City of Houston, Texas, such Yardmaster will be reimbursed for actual necessary expenses incurred in connection with such attendance.

ARTICLE XVII

Investigation and Discipline

Section 1. Yardmasters shall not be disciplined or dismissed from the service without an investigation before a designated officer, unless the yardmaster shall accept such discipline or dismissal in writing and waive investigation. At a reasonable time prior to the investigation, the employee will be notified in writing of the cause for charge against him, after which he will be allowed reasonable time for the purpose of having witnesses at the investigation.

Section 2. At the investigation he shall have the right to be represented by the General Chairman of the Railroad Yardmasters of America or other Yardmaster of his choice.

Section 3. The investigation, if not waived by the Yardmaster accused, will be held within ten (10) days from the date when charged with the offense or held from service. A decision shall be rendered within twenty (20) days after the completion of investigation.

Section 4. If the decision is against the Yardmaster, he shall have the right of appeal in regular order to the highest officer of the Association designated to handle appeals, provided such appeal is filed in writing within fifteen (15) days from date of decision.

Section 5. If a further appeal is taken from the decision of the highest officer designated to handle such matters, it will be handled as prescribed in the Railway Labor Act, as amended, provided such further appeal is instituted within four (4) months from the date of such decision, unless this limitation as to subsequent handling is extended by agreement between the parties signatory hereto.
Section 6. If the final decision decrees that charges against the Yardmaster are not sustained, his record will be cleared of the charge and he will be compensated for wages lost, less amount earned in any other employment.

ARTICLE XVIII

Time Limit on Claims

All claims or grievances shall be handled as follows:

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

(c) The procedure outlined in paragraphs (a) and (b) pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest operating officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless within 6 months 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 Na-
tional Railroad Adjustment Board or a system, group or re-
gional board of adjustment that has been agreed to by the
parties hereto as provided in Section 3 Second of the Rail-
way Labor Act. It is understood, however, that the parties
may by agreement in any particular case extend the 6 months'
period herein referred to.

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

(e) This rule recognizes the right of representatives
of the Organization, party thereto, 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.

NOTE: With respect to all claims or grievances which
arose or arise out of occurrences prior to the effective
date of this rule, such claims or grievances must be filed
within 60 calendar days after the effective date of this
rule in the manner provided for in paragraph (a) hereof, and
if not progressed pursuant to the provisions of paragraphs
(a) and (c) of this rule the claims or grievances shall be
barred. With respect to claims or grievances filed prior to
the effective date of this rule the claims or grievances
must be ruled on or appealed as the case may be within (60)
calendar days after the effective date of this rule and if
thereafter progressed pursuant to paragraphs (b) and (c) of
this rule the claims or grievances shall be barred, except
that in the case of all claims or grievances on which the
highest officer of the Carrier has ruled prior to the effec-
tive date of this rule, a period of 6 months will be allowed
after the effective date of this rule for an appeal to be
taken to the appropriate board of adjustment as provided in
paragraph (c) before the claim or grievance is barred. This
provision does not apply to claims or grievances already bar-
red under existing agreements.
ARTICLE XIX

Leave of Absence

Section 1. Yardmasters, while on Railroad Yardmasters of America committee business, will be granted necessary leave of absence, without pay.

Section 2. Upon written request, Yardmasters may be granted leave of absence without pay, for a period not to exceed ninety (90) days, except upon proof of physical disability when indefinite leave of absence without pay, may be granted. A Yardmaster absent on leave who engages in other employment without permission from the officer granting leave will lose his seniority.

Section 3. Yardmasters on leave of absence who fail without reasonable excuse to report for duty at the expiration thereof will be considered out of service and forfeit seniority. Yardmasters desiring to return from leave of absence before expiration thereof will give thirty-six (36) hours' notice.

Section 4. Yardmasters returning from leave of absence may return to former position or exercise seniority rights to any position bulletin during their absence. If former position has been abolished or is filled by a senior Yardmaster in the exercise of seniority as a result of displacement, seniority rights may be exercised in accordance with seniority rules.

Section 5. Yardmasters accepting official positions with the Port Terminal Railroad Association or while absent upon Railroad Yardmasters of America committee work shall be granted leave of absence and will retain and accumulate seniority under this Agreement.

ARTICLE XX

Holidays

Section 1. Effective January 1, 1976, 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
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas
- Employee's Birthday

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Section 2. If an employee's birthday falls on one of the nine 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 work day, a rest day, or a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules which provide for payment at the rate of time and one-half for service over eight hours.

Section 4. In instances when a recognized holiday, or the day such holiday is observed by the State or nation, falls on an assigned work day of a regular yardmaster assignment, the carrier shall have the right to blank such position on that day and the yardmaster then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yardmaster assignment. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with existing schedule rules.

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 on the last work day immediately preceding and on the first work day 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 work day 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 a 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.

(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 work day 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 work day 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 who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other schedule agreements.

ARTICLE XXI

Health and Welfare Benefits

(a) Subject to National Agreement dated April 3, 1963, and subsequent various other agreements, the Carrier will provide Health and Welfare benefits as provided under Group Policy Contract GA-23,000.

(b) Effective March 1, 1976, a National Dental Plan will be established subject to provisions of Article VI, of the Agreement dated September 16, 1975. These agreements by reference hereto are made a part hereof.

ARTICLE XXII

Union Shop & Dues Check-Off

The Union Shop Agreement dated August 29, 1952, and cost-free dues deduction Agreement dated April 27, 1973, by reference hereto are made a part hereof.

ARTICLE XXIII

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-23,000 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:

(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):

<table>
<thead>
<tr>
<th>Loss of Life</th>
<th>$100,000</th>
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<tbody>
<tr>
<td>Loss of Both Hands</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of Both Feet</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of Sight of Both Eyes</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand and One Foot</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand and Sight of One Eye</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Foot and Sight of One Eye</td>
<td>100,000</td>
</tr>
<tr>
<td>Loss of One Hand or One Foot or Sight of One Eye</td>
<td>50,000</td>
</tr>
</tbody>
</table>

"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-23,000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.
(3) **Time Loss:**

The carrier will provide an employee who is injured 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 such $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.

(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;

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

(e) Offset:

It is intended that this Article XXIII 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 Nov. 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:

"In consideration of the payment of any of the benefits provided in Article ______ 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 ______."
Savings Clause

This Article XXIII 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 by 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 XXIII in lieu of this Article.

ARTICLE XXIV

Letter of Agreement

It is agreed under this rewritten Agreement, dated March 1, 1976, that the inclusion of excerpts from various agreements reproduced herein, is not to be construed as excluding, cancelling or superseding other written agreements or settlements not in conflict with schedule rules and/or excerpts of agreements contained herein; such other written local and national agreements or settlements though not included herein are continued in full force and effect until changed under the provisions of the Railway Labor Act, as amended.

If any error due to misprinting of any of the rewritten agreements contained herein, is discovered then the original agreement applies. Where any original agreement has been reduced herein for sake of briefness; it is understood the original signed agreement in effect supersedes if a dispute should arise between the parties.

Should either party to this agreement desire to revise or modify the rules thereof, thirty (30) days written notice shall be given, in accordance with Section 6 of the Railway Labor Act, as amended.


PORT TERMINAL RAILROAD ASSOCIATION

T. MINAHAN, Manager of Personnel & Labor Relations.

RAILROAD YARDMASTERS OF AMERICA

A. D. ARBUCKLE, General Chairman.