SCHEDULE OF RULES
GOVERNING HOURS OF SERVICE, RATES OF PAY
AND WORKING CONDITIONS OF YARDMASTERS

Chicago, Milwaukee, St. Paul and Pacific Railroad Company
and
The Railroad Yardmaster's of America

EFFECTIVE: July 1, 1977
Supercedes Schedule of August 1, 1947
THE RULES CONTAINED IN THIS SCHEDULE CONSTITUTE AN AGREEMENT BETWEEN THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE RAILROAD YARDMASTERS OF AMERICA GOVERNING THE HOURS OF SERVICE, RATES OF PAY AND WORKING CONDITIONS OF YARDMASTERS

ARTICLE 1 -- SCOPE:

Section (a) The rules of this agreement shall govern the rates of pay, hours of service and working conditions of yardmasters, assistant stationmasters (except those covered by other agreements) and phone directors at Chicago and Milwaukee. The term "yardmaster" as used in this agreement shall be construed to mean yardmasters of all grades, assistant stationmasters (except those covered by other agreements) and phone directors at Chicago and Milwaukee, including relief and extra, except footboard yardmasters and agent yardmasters.

Section (b) The Management retains the right to establish, maintain and abolish yardmaster positions in any seniority district.

Section (c) Other properly authorized representatives of the Company may, incidental to their other duties, perform duties performed by yardmasters so long as such performance does not result in the elimination of a yardmaster's position.

ARTICLE 2 -- RATES OF PAY:

Section (a) The monthly rates of pay are for eight hours per day five days per week.

Section (b) Yardmasters shall be monthly rated employees but shall be compensated on a daily basis. To determine the daily rate of pay multiply the monthly rate by twelve (12) and divide the result thereof by 261.

Section (c) Regularly assigned Yardmasters who are required to perform work on lower rated positions shall not have their rates reduced; when required to perform work on higher rated positions they shall receive the higher rate of pay.
ARTICLE 3 -- BASIC DAY AND OVERTIME:

Section (a) Eight (8) consecutive hours or less, exclusive of a designated meal period (not to exceed one hour) shall constitute a day's work.

Section (b) All time in excess of eight hours, exclusive of the lunch period, shall be paid for on the actual minute basis at time and one half rate.

Section (c) Time consumed in making transfers, exceeding thirty minutes, will be paid at time and one-half.

Section (d) Regularly assigned yardmasters in exercising seniority, or extra or relief yardmasters performing work on two (2) or more shifts within twenty-four (24) hour period will be paid for each shift at the pro rata rate up to eight (8) hours, exclusive of meal period, and time and one-half thereafter.

ARTICLE 4 -- STARTING TIME:

Each regularly assigned yardmaster shall have an established starting time which will not be changed without at least forty-eight (48) hours' advance notice.

ARTICLE 5 -- FIVE-DAY WORKWEEK--RELIEF DAYS

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

Such assigned rest days shall be the same days each week and shall be consecutive to the fullest extent possible. The carrier may assign non-consecutive days off to a position whenever consecutive days off would cause or necessitate working a yardmaster with reasonable regularity in excess of 5 days per week or, by agreement with the General Chairman, days off may be accumulated over a period not to exceed five consecutive weeks.

Section (b) Regularly assigned yardmasters required to perform service on either or both of the rest days assigned to their positions will be paid therefor at rate of time and one-half; except where rest days are being accumulated.

Extra Yardmasters worked as such in excess of five (5) consecutive days shall be paid one and one-half times the basic straight-time rate for work on either or both the sixth or seventh days, except where days off are being accumulated, but shall not have the right to claim work on such sixth or seventh days.
Section (c) The term "rest days" as used in this agreement means that for a regularly assigned yardmaster seventy-two (72) hours, and for a regularly assigned relief yardmaster (who performs five (5) consecutive days' yardmaster service) fifty-six (56) hours, shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to yardmasters exercising seniority.

Section (d) Where relief requirements regularly consist of five (5) days work per week, relief yardmaster positions will be established and filled in accordance with Article No. 13.

Where relief requirements regularly consist of four (4) days work per week, relief yardmaster positions providing for four (4) days work per week, may, by agreement with the General Chairman, be established and filled in accordance with Article 13. Employees assigned to such positions will have preference over extra men for available extra work covered by this agreement to the extent of one day per work week.

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

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

Section (f) Nothing in this agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned Yardmaster where the work can be absorbed by other Yardmasters then on duty.

Section (g) The days off of extra or unassigned Yardmasters need not be consecutive.
Section (h) Any tour of duty worked by an extra or unassigned Yardmaster in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this agreement.

Section (i) All existing guarantees shall be reduced to a basis of five days per week. Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.

Section (j) The number of paid vacation days for which a Yardmaster is eligible under any vacation rule shall be reduced by one-sixth, and the qualifying period, where expressed in days of work, shall likewise be reduced by one-sixth. Qualifying periods accumulated prior to the effective date of this agreement for extended vacations shall not be changed.

Existing sick leave rules will be revised to reduce sick time allowances thereunder by one-sixth, and the qualifying period, where expressed in days of work, for sick leave privileges shall likewise be reduced by one-sixth.

Section (k) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees in the same seniority district. Where starting time rules do not appear in individual agreements, none is created by this agreement.

ARTICLE 6 - SENIORITY, ESTABLISHMENT OF

Section (a) When candidate yardmasters are needed to protect yardmaster vacancies, notice will be placed on bulletin boards within the respective yardmaster's seniority district for a period of not less than five (5) days commencing from the date of the notice.

SUGGESTED EXAMPLE:

"Notice No. ___________

Date ___________

To all concerned within yardmaster ________ seniority district:"
Applications will be received in my office up to (time) A.M. or P.M. (date), from employees interested in becoming candidate yardmasters, which will lead to establishing a yardmaster seniority date after fulfilling the appropriate sixty- (60) day test period.

Such written applications must provide me with the following information:

(Please Print) Make reference to my notice number and date.

Full Name
Address
Phone No.
Craft in which you are presently working.
Seniority Date
Signature and Current Date

It will be the responsibility of each applicant to know that the application was received in this office.

Officer's Name

Title_______

Section (b) Five days after the closing time of the aforementioned notice applicant(s) will be notified by notice as follows:

SUGGESTED EXAMPLE:

"Notice No. ________

Date______________

"Addressed to all concerned within yardmaster ____
Seniority District:

Referring to my Notice No. _______ dated ________
regarding candidate yardmaster applications.

The following persons have applied:
(List In Seniority Order)

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<tr>
<th>Name</th>
<th>Craft</th>
<th>Seniority Date</th>
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The following persons are accepted as candidate yardmasters:

Names

________________________________________
________________________________________
________________________________________

Officer's Name

Title

cc: RYA General Chairman (and others as needed)"

Section (c) To establish a seniority date as a yardmaster, a candidate yardmaster must serve a test period of sixty (60) actual working days in yardmaster service.

Section (d) To establish a seniority date as a phone director, a candidate phone director, must serve a test period of sixty (60) actual working days in phone director service.

Section (e) The Carrier retains the right to disqualify a candidate yardmaster or candidate phone director, by giving the candidate a written notice of such disqualification within the sixty-day test period. Such notice will be issued by the highest officer on the division level.

Section (f) If the candidate yardmaster is permitted to complete the sixty-day test period, the candidate will establish a seniority date as of the first day he performed yardmaster service in said sixty-day test period.

Section (g) Where two or more candidate yardmasters acquire seniority as of the same date, their relative seniority rank shall be based upon the length of continuous service with the Company, the employee with the greater period of continuous service to rank ahead of the employee with lesser continuous service.
Section (h) A yardmaster shall not thereafter be disqualified for such service, accept as provided in Article 19 - Discipline Investigations of this Agreement.

ARTICLE 7 - SENIORITY, DISTRICTS

Section (a) Regular, extra unassigned, candidate yardmasters and phone directors, on the effective date of this agreement holding seniority as such, will retain and continue to accumulate seniority in accordance with the provision of this agreement.

Section (b) Yardmaster and phone director seniority will be confined to the following seniority districts:

Aberdeen            Green Bay            Ottumwa
Austin              Harlowton           Portage
Bedford             Janesville          Perry
Cedar Rapids        Kansas City         Rockford
Chicago (Coach)     LaCrosse            Savanna
Chicago (Freight)   Madison             Seattle
Council Bluffs      Mason City           Sioux City
Deer Lodge          Milwaukee            Sioux Falls
Dubuque             Miles City           Tacoma
                   Mitchell           Terre Haute (Latta)
                   Nahant             Twin City (St. Paul
                                          and Mpls.)

Phone director districts:

Chicago
Milwaukee

An employee establishing seniority as a phone director will retain and continue to accumulate seniority as a yardmaster.

This Article does not restrict the Carrier from establishing or abolishing yardmaster positions at any location mentioned or not mentioned above.

ARTICLE 8 -- SENIORITY FORCE REDUCTION

Section (a) Yardmasters affected by force reduction or by the exercise of seniority must within ten (10) days thereafter, if their seniority is sufficient and they are qualified, displace a junior yardmaster in their seniority district. If there are no junior yardmasters whom they can displace, then they will revert to the extra list.
Section (b) The exercise of seniority will be governed by Article 12(a).

Section (c) Yardmasters subsequently displaced will have the same rights and obligations as a yardmaster when position is abolished as spelled out in Section (a) above.

ARTICLE 9 - SENIORITY, VOLUNTARY EXERCISE OF

Section (a) Between March 1 and March 15, of each year, subject to Article 12(a), Assignment Marking Time, a regularly assigned yardmaster who has been filling a particular assignment for more than sixty (60) calendar days, may initially exercise his seniority over a junior yardmaster holding a regular assignment.

Section (b) A regularly assigned yardmaster voluntarily leaving an assignment and displacing a regularly assigned junior yardmaster under this Article will give the designated person in charge of filling yardmaster vacancies, at least 48 hours' notice that he is displacing a junior yardmaster. In turn, the junior yardmaster will be given 48 hours' notice. Subsequent displacement will be governed by Article 12(a), Assignment Marking Time.

Section (c) Junior yardmasters displaced as a result of this rule may subsequently displace another junior yardmaster.

Section (d) The Carrier will in no way be penalized as a result of this Article.

Section (e) Time lost resulting from the exercise of seniority rights will not be paid for.

ARTICLE 10 - SENIORITY - PROTECTING, RELINQUISHING AND FORFEITING

Section (a) Extra or unassigned yardmasters will be considered as having applied for all permanent vacancies as they are bulletined and, if the successful applicant, must accept the position and perform service thereon or forfeit their seniority rights as yardmasters. Extra or unassigned yardmasters must protect all yardmaster service for which they are available and qualified or forfeit their seniority rights. A yardmaster will be considered available if he has had eight (8) hours off duty. This does not apply to those on a bona fide leave of absence; those holding official positions with the Company or the Railroad Yardmasters of America; nor to those elected or appointed to public office.
Section (b) Yardmasters voluntarily leaving yardmaster service through the exercise of seniority from a yardmaster position to another craft or by written resignation will forfeit all yardmaster seniority rank standing and privileges.

Section (c) Duly qualified yardmasters, whose seniority permit, will be required to hold a regular assignment within their respective yardmaster seniority district or forfeit all yardmaster seniority rank standing and privileges.

ARTICLE 11 - SENIORITY LIST

Section (a) A seniority list will be prepared for each seniority district showing the seniority date of all yardmasters and a revised seniority roster will be posted in January of each year, copy to be furnished the local and general chairmen. The seniority roster will be dated January 1 of each year and will be shown thereon.

Section (b) The roster will be open for correction and it shall stand as final unless proof of error is presented within 60 days of posting. A yardmaster's name erroneously omitted from a seniority roster will be restored to that list and typographical errors will be corrected.

ARTICLE 12 - ASSIGNMENT MARKING TIME

Section (a) Yardmasters exercising seniority to assignments, wishing vacation relief, requesting layoff and returning to service, will do so between 9:30 A.M. and 10:30 A.M. for the subsequent 24-hour period.

Section (b) The yardmaster assignment marking time may be adjusted or changed if agreeable between the designated local Carrier officer and the RYA Local Chairman.

Section (c) In the event the local yardmaster assignment marking time is changed, notification must be given to the RYA General Chairman and Assistant Vice President of Labor Relations prior to the effective date of such local understanding.
Section (d) It is agreed unassigned yardmasters and candidates will be considered available if they have eight hours or more rest in the terminal where they are accruing yardmaster seniority.

Section (e) It is recognized that a candidate or unassigned yardmaster will stand to be called for yardmaster vacancies in the terminal at assignment marking time when he is off duty and has eight hours or more rest prior to the on-duty time of such yardmaster vacancy.

Section (f) In the event a vacancy occurs and no unassigned or candidate yardmasters are available, the senior assigned yardmaster requesting extra service in writing with eight hours off duty will have preference in filling the vacancies.

Section (g) In the event there are no yardmasters available with eight hours off duty the yardmaster working in the exact location where the vacancy occurs will be permitted to fill the vacancy.

Section (h) An assigned yardmaster used in extra service will be permitted to protect his regular assignment if it is practical to do so for the entire tour of duty.

Section (i) When yardmasters are permitted to protect their regular assignment, they will be compensated at the pro rata rate.

Section (j) When candidate, extra unassigned and regular yardmasters perform relief or extra yardmaster service, they will take the rates of pay, starting time and conditions of the positions upon which service is being performed.

Section (k) Nothing in this Article shall be construed as requiring the Railroad Company to fill any position on designated rest days of such positions.

ARTICLE 13 - BULLETINING OF VACANCIES OF 30 DAYS OR MORE

Section (a) New positions or vacancies (other than candidate yardmaster positions covered by Article 6) of thirty (30) days or more duration will be bulletined for a period of 72 hours and assignment made within 72 hours following the expiration of the bulletin to the senior qualified yardmaster making application thereto.
SUGGESTED EXAMPLE:

"Notice No. ________

Date ________

To Yardmasters (Regular, Extra and Candidate) within yardmaster's ____ Seniority District:

Applicants will be received in my office at ________ for the following yardmaster positions within the yardmaster ____ Seniority District, which will be headquartered at (specific location).

The Position No. is ________.

Assigned work days are ________ through ________. Assigned working hours are (A.M. - P.M.) to A.M. - P.M.

Rest days are ________ and ________.

Application opportunities will be closed on ________ at ________.

The senior applicant will be notified of his assignment by subsequent notice.

It will be the responsibility of each applicant to know that the application has been received in this office.

(Signature)

(Title) ________"

Section (b) All regular yardmaster applicants will be shown on the assignment notice in seniority order, extra unassigned and candidate yardmasters will be considered as having applied for the bulletined position.

Section (c) In the event no regular yardmasters have applied for the bulletined position, the senior unassigned or candidate yardmaster will be notified personally that he has been assigned a regular position; in addition, an assignment notice will be posted of his appointment.
SUGGESTED EXAMPLE:

"Notice No. __________
Date __________
To all concerned within yardmaster ____ Seniority District:

Referring to my Notice No. (dated) regarding Yardmaster Position No. ____ headquartered at (specific location).

The following persons have applied:

(List in seniority order.)

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<th>Name</th>
<th>Seniority Date</th>
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(None if no applications are received.)

Therefore, (name) is assigned and will arrange to perform service on such yardmaster position within five calendar days of this date.

(Local Officer)

(Title)

cc: RYA General Chairman (and others as needed)"

Section (d) The assigned applicant will be required to perform service on the assignment within five (5) calendar days, following the date of the notice of assignment.

Section (e) The right of the yardmasters to make application will not be prejudiced when they are not available at the time yardmaster positions are bulletined. Within five (5) calendar days after becoming available, a regular yardmaster may and an extra unassigned or candidate yardmaster must displace any junior yardmaster assigned by bulletin during their absence.

Section (f) Any change in rest days will require the assignment to be rebulletined in accordance with this Article.

Section (g) Any change in assigned starting time of two (2) hours or more in the aggregate during a period of six months will require the assignment to be rebulletined in accordance with this Article.
ARTICLE 14 -- TEMPORARY VACANCIES:

(a) Temporary vacancy of less than thirty (30) days including all vacation vacancies will not be bulletin but will be filled as follows:

If the vacancy is known to be of five days or more duration seniority may be exercised commencing with the first day of the vacancy; if the vacancy is not known to be of more than five (5) days duration it will be filled for the first four (4) days by the senior unassigned qualified yardmaster available at the time of the vacancy; after four days seniority may be exercised to the position for the remainder of vacancy.

Note: In the application of this rule an extra man called for the four days will take off the rest day or days of the assignment, and such rest day or days will be included in arriving at the four days. A yardmaster exercising seniority to a temporary vacancy will be required to take off the rest day or days of that position. The carrier will not be required to pay time and one-half nor for lost earnings by reason of yardmasters exercising seniority in accordance with this rule.

(b) Yardmasters occupying temporary vacancies will, when affected by the return of the regular man, revert to the position or status they enjoyed prior to being assigned to the temporary vacancies, except when their former position would be filled by a senior yardmaster who had exercised seniority rights thereto in accordance with Article 8(a), in which event the yardmaster being relieved from a temporary vacancy will be permitted to exercise his seniority rights.

ARTICLE 15 -- LEAVE OF ABSENCE

Section (a) Yardmasters who are absent account of sickness or disability and yardmasters who are on authorized leave of absence, shall retain their rank, standing and rights, under the provisions of this Article.

Section (b) Yardmasters serving on authorized Union work, appointed or elected to public office, or working on a Railroad Industry related government position, shall upon request be granted a leave of absence.

Section (c) Yardmasters shall not be granted a leave of absence for a period of longer than six months, except when serving on authorized Union work, or as may be required
by law, or by special agreements, or in the case of sickness of a member of such yardmaster's immediate family.

Section (d) Yardmasters who are absent more than six months on account of sickness or injury, or sickness of a member of his immediate family, in order to retain seniority must furnish the Company with his current address and upon request of either the Company or the General Chairman, furnish a doctor's report of his condition or the condition of a member of his family.

Section (e) In the application of this Article, an employee on leave of absence on account of sickness or sickness of a member of his immediate family, shall, upon request of the General Chairman or Carrier, arrange and obtain physical examination by Carrier physician at the employee's expense to show that he must continue on leave of absence on account of such sickness. Failure of the employee to properly protect his seniority under this provision will be cause for automatic forfeiture of seniority.

Section (f) All requests for a leave of absence for a period of more than thirty (30) days must be in writing and, if granted, it shall be in writing with a copy to the General Chairman and Assistant Vice President of Labor Relations.

ARTICLE 16 -- RETURNING FROM LEAVE OF ABSENCE

Yardmasters absent from the service account sickness, committee work, leave of absence or those promoted to official positions, in returning to service as a yardmaster, may return to his former position if it has not been abolished or taken by a senior employe through exercise of seniority displacement rights or may, within forty-eight (48) hours after reporting for duty, exercise seniority rights on any position bulletin during his absence. If his former position has been abolished or taken by a senior employe through exercise of seniority displacement rights, he may displace any yardmaster his junior. Yardmasters thereby affected may exercise their seniority in the same manner.

ARTICLE 17 - PROMOTED TO OFFICIAL POSITIONS

Section (a) Yardmasters who are promoted to an official position by the Railroad Company, or employed as a salaried full-time Union representative, will retain their seniority service, rights, ranks, and privileges applicable thereto. In the event of failure to satisfactorily fill the position
or desire to return to the service from which promoted, they may do so, provided they meet the physical requirements of the service.

Section (b) Yardmasters on leave of absence to take a position representing the interests of the Railroad Company or the Union, will combine the length of service accrued while working in the position representing the interests of the Railroad Company or the Union with his years of service as an employee and will receive vacation credits under the provisions of the Vacation Agreements.

ARTICLE 18 - JURY DUTY AND COURT ATTENDANCE

Section (a) When a regularly assigned yardmaster is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a minimum 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 state 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.

Section (b) Regularly assigned yardmasters attending court or inquests under the instructions of the Management
will be paid the same as though they had remained on their
regular assignments, and, in addition thereto, will be
allowed necessary actual expenses when away from home.

(1) Actual time allowed during court or inquest
on a regular yardmaster's assigned rest day will be
paid at the punitive rate.

ARTICLE 19 -- DISCIPLINE--INVESTIGATIONS

Section (a) When charges are made against any employe,
they shall be put in writing, conveying clearly to the
accused the nature of the offense of which he is charged.
There shall be no citation of rules in the investigation
notice. It shall be the obligation of the Carrier to
deliver the said written notice of investigation to the
accused either by U.S. Mail or by Carrier's own messenger.
Telephone messages are not acceptable under this Article.

Section (b) The proper officer of the Company will
hear any reasonable complaint made by an individual employe,
or any complaint made by the authorized committee of the
Railroad Yardmasters of America representing same, provided
due notice shall be given the Company in writing of the
subject of complaint, and a special appointment made as to
time and place same shall be considered.

Section (c) Employes continued in service or not
censured pending an investigation of an alleged offense
shall be notified within seven days after a Company Officer
having authority to order an investigation has information
of the offense of the charges pending. Within seven days
thereafter, an investigation shall be held, and a decision
shall be rendered within ten days after the investigation.

Section (d) Except as herein provided, an employe will
not be held out of service prior to a fair and impartial
investigation and subsequent written decision as provided by
this Article, except for the following causes:

1. Violation of Rule "G" of the Consolidated Code of
   Operating Rules, or

2. Theft, or

3. Conduct in the performance of his job threatens
   the safety of other employes or interferes with
   the operation of the railroad.
Any employe held out of service contrary to the provisions of this Paragraph (d) shall be paid for time lost on the job from which removed for time so held out of service.

Section (e) Investigations are to be held in accordance with the provisions of Paragraph (c) of this Article. The Carrier will arrange to have present as witnesses those employes who are known or can reasonably be expected to know facts material to the subject matter of the investigation. The Carrier will notify any employe whom the man under charge or his representative desires as witnesses. In the event that it develops, during the course of the investigation, that there are employes who have knowledge of facts material to the subject under investigation who are not present, the employe charged or his representative may make request for such witnesses, stating what is expected to be developed from their testimony. Recess of the investigation will be granted unless it is obvious that the request for the recess is only made for the purpose of delaying the investigation. Where the employe charged or a material witness is unable to attend because of sickness or injury, the investigation may be deferred until such time as the employe charged or material witness is able to attend the investigation.

Section (f) Employes shall have the right to be present and represented at investigations with one or more duly accredited representatives of the Railroad Yardmasters' of America, who shall have the right to hear all oral and read all written testimony, and to bring out any facts in connection with the case. Only one of such representatives shall have the right to interrogate witnesses.

Section (g) Except as to records or documents or copies thereof which have been notarized, no oral or written statements or testimony taken at any time or place other than during the investigation will be recorded in the transcript, nor will it be considered as evidence by reviewing agencies, unless the person or persons, making such oral or written statement is present at the investigation to testify that the statement made is his, and the signature, if any, or the written statement is his, thereby giving either the Carrier's representative or Employes' representative an opportunity to interrogate such witness.

Section (h) True and correct stenographic records will be taken at all investigations held under this Article and a complete transcript of all proceedings in all cases shall be given to the representative upon request. The General Chairman of the Railroad Yardmasters of America may have his own stenographer at any investigation if he so desires. In
the event a question arises concerning the transcript of testimony, that taken by the Carrier's stenographer will be official transcript.

NOTE: It is understood the above also applies with respect to Safety Rules violations.

Section (i) Objections and the reasons therefor will be recorded in the transcript. The officer conducting the investigation will render a ruling and the reason therefor on the objection at the time.

Section (j) Investigations will not be conducted for more than six (6) hours in a calendar day exclusive of short recesses which will be granted.

Section (k) When possible, efforts will be made to hold investigations at a time and place which will be convenient for the man involved. A reasonable postponement will be granted when necessary to arrange for a representative of the employee's choice.

Section (l) The contents of the investigation transcript will be the basis for assessing discipline. Neither the officer conducting the investigation nor reviewing agencies may consider evidence not obtained in accordance with Paragraph (g) of this Article. If the testimony adduced at the investigation fails to sustain the specific charges which were preferred, the employee under investigation shall be exonerated.

Section (m) If discipline is assessed a reasonable explanation will be given based on the contents of the investigation transcript.

Section (n) In case the suspension, dismissal, or record entry is found to be unjust, the employee involved shall have the entry removed from his record and, if suspended or dismissed, he shall be reinstated and paid for all time lost.

Section (o) Any suspension assessed against an employee shall be regarded as effective from the first day held out of service.

Section (p) Employees required to attend investigations, who are not at fault, will be paid for time lost. If required to leave their terminal to attend an investigation and they are found not to be at fault, and no actual time was lost, they shall be paid one minimum day for each calendar day involved, at their established rates of pay.
Section (q) Employees required to attend investigations or act as witnesses on their layover days or rest days, where they are not at fault, will be paid for the time so held with a minimum of two hours at their established straight time rates of pay.

ARTICLE 20 - 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 the carrier party hereto, such carrier shall notify the general chairman thereof by telephone (confirmed in writing) or telegram not less than ten calendar days prior to the effective date of abolishment. If requested by the general chairman, the representative of the carrier and the general chairman or his representative shall meet for the purpose of discussing such abolishment.

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

ARTICLE 21 -- TIME LIMIT--GRIEVANCES:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 90 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 90 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 90 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 90 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 National Railroad Adjustment Board or a system, group or
regional board of adjustment that has been agreed to by the
parties hereto as provided in Section 3 Second of the
Railway Labor Act. It is understood, however, that the
parties may by agreement in any particular case extend the 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
grievance based thereon as long as such alleged violation,
if found to be such, continues. However, no monetary claim
shall be allowed retroactively for more than 90 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 rein-
statement with pay for time lost shall be sufficient.

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

(f) This rule shall not apply to requests for leniency.

ARTICLE 22 -- TRANSPORTATION:

Employees covered by these rules will be granted such
free transportation as is consistent with the regulations of
the Railroad Company.

ARTICLE 23 -- COMPENSATION FOR USE OF PRIVATELY OWNED AUTOMOBILE:

A yardmaster who, by direction of the Company, uses his
own automobile in the performance of his duties will be
compensated for such use at the prevailing rate established
by the Company.
ARTICLE 24 -- NON-DISCRIMINATION

It is the policy of the Carrier and the Railroad Yardmasters of America that the provisions of this agreement be applied to all employees covered by said agreement without regard to race, creed, color, age, sex, national origin, or physical handicap except in those cases where a bona fide occupational qualification exists.

It is understood that the masculine terminology included herein is for the purposes of convenience only and does not designate sex preference.

ARTICLE 25 -- AGREEMENT DURATION:

Section (a) This agreement shall become effective July 1, 1977, and shall remain in full force and effect until revised in accordance with the provisions of the Railway Labor Act, as amended.

Section (b) It is also agreed that the parties will be governed by a savings clause; i.e., that all misprints, errors, unintentional omissions, or other agreements not amended will be governed by the original documents as were in effect before the codification of this Agreement.

For the Employes:

[Signature]
John E. Brodbeck
General Chairman - RYA

For the Railroad Company:

[Signature]
V. W. Merritt
Assistant Vice President
Labor Relations

Savanna, Illinois
March 22, 1977
MEMORANDUM NO. 1

MEMORANDUM OF AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND THE
RAILROAD YARDMASTERS OF AMERICA

It is agreed by and between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the Railroad Yardmasters of America to enter into a program that will establish chief yardmaster positions on this property.

All rules of the scheduled Yardmasters' Agreement will be suspended from application to such positions in order to give the Carrier more flexibility and efficiency in the use of such employees appointed to such positions. Vacation rules and Yardmasters' Group Insurance Agreements remain in effect.

The following principles will apply to the chief yardmaster positions:

1. The yardmaster's function under this program will be to assist the Carrier officers on a full-time basis in the operation of yards and/or industrial areas on this property, in any reasonable manner that will enhance the efficiency of operations.

2. As subordinate supervisory employees, yardmasters should participate in the ebb and flow of supplemental work to fill out a yardmaster's work day. Where such additional duties are assigned to yardmasters, under this program they will not constitute establishment of an exclusive delegation of such duties to the yardmaster's craft. When the work requirements for supervision decrease, such duties may be reassigned to other supervisory employees.

3. The use of yardmasters under this program in supervisory capacities or to perform other supplemental work does not grant them the exclusive, sole right to supervise and direct the Carrier's operations. However, where the overall work function and efficiency is the same, yardmaster positions will be considered.
4. In view of the fact that all schedule rules will be suspended, except vacation and group insurance agreements, the Carrier will have the flexibility where yard and/or industrial operations do not require eight hours of supervisory work on each shift to establish a yardmaster position under a monthly, all-service rate, that is responsible for supervising the work for two or more shifts, six or seven days per week and/or two or more locations.

5. Should such a program be terminated, the Carrier and the General Committee will revert to contract status in effect the day before such program was started and the program will not be considered as having created any precedent nor shall anything done under such program be cited by either party in the future.

6. The new chief yardmaster positions will be appointed; however, when new chief yardmaster positions are being considered the General Chairman of the RYA will be so notified by the Assistant Vice President-Labor Relations. An announcement or bulletin will be issued to all concerned when an employee is chosen for such chief yardmaster position. The General Chairman will be provided with a copy of such announcement or bulletin and any future vacancies may be filled by appointment.

7. The chief yardmaster position is considered a promotion and, therefore, an employee assigned to such a position may return to service within thirty days from date of yielding or being relieved of such position.

8. The chief yardmaster's all-service rate will be established at $1,400 per month salary, subject to national wage increases.

9. This Agreement is effective December 1, 1974, and will remain in effect for six months, after which this Agreement will be subject to cancellation by either party after ninety (90) days' written notice is served by one party upon the other.

/s/ J. E. Brodbeck  
General Chairman- Railroad Yardmasters of America

/s/ V. W. Merritt  
Assistant Vice President  
Labor Relations  
Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Chicago, Ill.  
November 25, 1974
MEMORANDUM NO. 2

MEMORANDUM OF AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND THE
RAILROAD YARDMASTERS OF AMERICA

NOTE: Applicable to Lines East per Memorandum of Agreement
dated July 17, 1974

It is agreed by and between the Chicago, Milwaukee, St. Paul
and Pacific Railroad Company and the Railroad Yardmasters of
America that yardmasters who are required by the Carrier to
attend re-examination on rules will be compensated therefor
at the straight time rate of the last service performed for
the actual time required to be present, computed from the
time to report until released.

The above provisions are not applicable in connection with
re-examination on rules following return to service after
absence from service for any reason.

The payment provided herein will not apply to any period of
time for which the yardmasters otherwise receive compensation.

This agreement is effective September 1, 1974 and is subject
to cancellation by either party after 15 day written notice
is served upon the other.

/s/ J. E. Brodbeck  /s/ V. W. Merritt
General Chairman - RYA  Assistant Vice President-Labor Relations

July 17, 1974
MEMORANDUM NO. 3

MEMORANDUM OF AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND THE
RAILROAD YARDMASTERS OF AMERICA

NOTE: Applicable to Lines East per Memorandum of Agreement dated July 17, 1974

IT IS AGREED:

(a) In the event of death in the immediate family (mother, father, spouse, spouse's parents, children, step children, and the brother or sister of a yardmaster), such yardmaster shall be given up to two (2) days' leave to attend funeral services, and the yardmaster shall be paid up to two (2) days' pay during such absence.

(b) Notice of intended funeral leave must be given to the Carrier at least twenty-four (24) hours prior to the first day of absence, whenever possible.

(c) The yardmaster must furnish proof of death and relationship to the Carrier prior to receiving payment as outlined in paragraph (a) of this rule.

This agreement is effective September 1, 1974, and is subject to cancellation by either party after 15 day written notice is served by one party upon the other.

/s/ J. E. Brodbeck
General Chairman - RYA

/s/ V. W. Merritt
Assistant Vice President-Labor Relations

July 17, 1974
MEMORANDUM NO. 4

MEMORANDUM OF AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND THE
RAILROAD YARDMASTERS OF AMERICA

NOTE: Applicable to Lines East per Memorandum of Agreement dated July 17, 1974

It is agreed that yardmasters will be allowed 1/4 day's pay at the straight time rate of last service performed when required to take biennial physical re-examination.

This is effective with the biennial examination scheduled after September 1, 1974.

This agreement will not apply to physical examinations required and taken for any other reason during such two-year period.

This agreement is subject to cancellation after 15 day notice is served in writing by either party upon the other.

/s/ J. E. Brodbeck            /s/ V. W. Merritt
General Chairman - RYA        Assistant Vice President-Labor Relations

July 17, 1974
MEMORANDUM NO. 5

MEMORANDUM OF AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND THE
RAILROAD YARDMASTERS OF AMERICA

NOTE: Applicable to Lines East per Memorandum of Agreement
dated July 17, 1974

IT IS AGREED:

(1) Any employee who holds seniority as a yardmaster may have his pay check for yardmaster service sent to his home address by giving written and signed notification to Manager-Payroll Accounting, Room 343 Union Station Building, 516 West Jackson Blvd., Chicago, Illinois 60606, with copy to his Superintendent. When making such request, the employee should clearly show his name, social security number, division on which working, and his home address to which he desires the check mailed.

(2) When request is so made, no request for cancellation of such arrangement will be made for a one-year period. All requests must be made during the first half of the month of December in any year, to be effective for not less than the next full calendar year. Requests to discontinue having the checks mailed to home addresses will also be in writing and handled in accordance with the conditions set forth in this paragraph.

(3) In the event of change in home address during the course of the calendar year period referred to, the employee involved will be responsible for notifying the Manager-Payroll Accounting promptly concerning the change in such home address.

(4) Carrier will assume no responsibility for failure of the U.S. Post Office Department to deliver this mail.

(5) This agreement is effective September 1, 1974 and is subject to cancellation by either party hereto after 15 days' written notice is served by either party upon the other.

(6) This agreement does not apply to yardmasters at Kansas City.

/s/ J. E. Brodbeck
General Chairman - RYA

/s/ V. W. Merritt
Assistant Vice President-Labor Relations

July 17, 1974
MEMORANDUM NO. 6

MEMORANDUM OF AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND THE
RAILROAD YARDMASTERS OF AMERICA

It is agreed:

A. In the event a yardmaster assignment is annulled for 14 days or less the effected regularly assigned yardmaster will be permitted to exercise seniority to train service (without altering in any way his yardmaster seniority standing) or to another regular yardmaster position.

B. When the annulled yardmaster position is reinstated the employee owning the position, i.e., assigned to the annulled position at the time of annulment, must immediately return to such position on the first working day rested in the home term.

C. The regularly assigned yardmasters who are unable to get five straight time starts within 7 days of their work week, through no fault of their own, as result of the exercise of seniority from one assignment to another, due to an annulment will be permitted to make up the time on the subsequent rest days.

D. In all cases the privileges of making up time lost must be exercised on the earliest rest day or days vacancies occur, otherwise the right is forfeited.

E. Annullments in excess of 14 days will be considered same as an abolishment. Affected yardmasters will then be required to exercise seniority to an available regular yardmaster's position in order to protect his yardmaster standing.

F. This agreement is effective December 22, 1975 and is subject to cancellation by either party after 15 day written notice is served by one party upon the other.

/s/ J. E. Brodbeck
General Chairman
Railroad Yardmasters of America

/s/ V. W. Merritt
Assistant Vice President - Labor Relations
Chicago, Milwaukee, St. Paul and Pacific Railroad Company

December 16, 1975
MEMORANDUM NO. 7

MEMORANDUM OF AGREEMENT

Between The

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY

And The

RAILROAD YARDMASTERS OF AMERICA

IT IS AGREED:

1. Candidate phone directors will be allowed a minimum of eight hours/day and a maximum of 10 hours/day for a minimum of seven days and a maximum of 15 days for training on phone directors' positions. Any training time beyond eight hours per day and seven days will be determined by local supervisor (maximum of 150 hours).

2. A straight time training rate of $7.75 per hour or $62.00 per eight hour/day will apply to all training or candidate phone directors.

3. The training rate will be subject to the same subsequent rate increases, including cost-of-living increases that are applied to phone directors.

4. Upon completion of the 60-day qualifying period and the receipt of a seniority date as a phone director, the successful candidate will be given a bonus equivalent to the difference between the phone directors' hourly rate and the hourly training rate in effect at the time of completion of the 60-day qualifying period times the number of hours actually spent training and compensated at the training rate during the 7- to 15-day training period.

This agreement is effective May 1, 1977, and is subject to cancellation by either party after 15 days' written notice is served by one party upon the other.

/s/ J. E. Brodbeck  /s/ V. W. Merritt
General Chairman - RYA  Assistant Vice President
Labor Relations

March 22, 1977
APPENDIX NO. 1

RAILROAD YARDMASTERS OF AMERICA
NATIONAL VACATION AGREEMENT

The following represents a synthesis in one document, of the National Vacation Agreement of January 1, 1965 between certain Eastern, Western and Southeastern Carriers and their yardmasters represented by the Railroad Yardmasters of America and the amendment made thereto effective January 1, 1967.

This is intended as a guide and is not intended to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement shall govern.

On carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is in effect:

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.

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. (Amended by Article II - Vacations of 11-29-67 Agreement.)

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.

**Section 1 (a) (4)**

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.

On carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is not in effect:

**Section 1 (b) (1)**

An annual vacation of two weeks (12 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 thirty-two (132) days during the preceding calendar year.

**Section 1 (b) (2)**

An annual vacation of three weeks (18 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 twenty (120) 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. (Amended by Article II - Vacations of 11-29-67 Agreement.)

**Section 1 (b) (3)**

An annual vacation of four weeks (24 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 twenty (120) 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.
Section 1 (b) (4)

An annual vacation of five weeks (30 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 twenty (120) 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.

On all carriers:

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.

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 vacation for which they may qualify upon their return to the service of the employing carrier.
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.

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.

Section 2 (b)

(1) - When vacations are afforded

(i) - 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.

(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, 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 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.
APPENDIX NO. 2

YARDMASTERS' "HOLIDAYS" RULE

The following represents a synthesis of the current holiday provisions of the National Agreement of November 29, 1967 and amendments thereto provided in the National Agreement of September 20, 1968 and the National Agreement of April 23, 1971.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

Section 1 - (Effective 1/1/68) (Emanated from Article III - Holidays - of 11/29/67 Agmt.)

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                                  Veterans Day (#)
Washington's Birthday                           Thanksgiving Day
Decoration Day                                  Christmas
Fourth of July                                  Employee's birthday
Labor Day

Note:  This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(#) - Effective January 1, 1973 as per Section 2 of ARTICLE II - HOLIDAYS - of the National Agreement of April 23, 1971.

Section 2 - (Effective 1/1/68) (Emanated from Article III - Holidays - of 11/29/67 Agmt.)
If an employee's birthday falls on 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.

(###) - Changed from "seven" to "eight" as per Section 2 of ARTICLE II - HOLIDAYS - of the National Agreement of April 23, 1971.

Section 3 - (Effective 1/1/68) (Emanated from Article III - Holidays - of 11/29/67 Agmt.)

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 - (Effective 1/1/68) (Emanated from Article III - Holidays - of 11/29/67 Agmt.)

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 - (Effective 1/1/68) (Emanated from Article III - Holidays - of 11/29/67 Agmt.)
Effective January 1, 1968, each yardmaster's monthly rate of pay shall be further 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, 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. Percentage 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 Section 5 of Article III 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 and Article II of the Agreement of January 29, 1965, captioned "Holiday Pay".

Section 6(a) - (Effective 1/1/68) (Emanated from Article II -Holidays - of 9/20/68 Agmt.)

When any of the holidays enumerated in Section I 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.
Section 6(b) - (Effective 1/1/68) (Emanated from Article II -Holidays- of 9/20/68 Agmt.)

When any of the holidays enumerated in Section I 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.

Section 6(c) - (Effective 1/1/68) (Emanated from Article II -Holidays - of 9/20/68 Agmt.)

The rest day holiday and vacation holiday pay provided by this Section 6 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.

Section 6(d) - (Effective 1/1/68) (Emanated from Article II -Holidays - of 9/20/68 Agmt.)

The General Chairman on any individual railroad may by advising the carrier in writing by October 15, 1968 elect to preserve in its entirety an existing provision for rest day holiday pay in lieu of this Section 6.

Section 7 - (Effective January 1, 1976) (Emanated from Article III-Holidays-of 9/16/75 Agmt.)

Effective with the calendar year 1976, Christmas Eve (the day before Christmas is observed) will be added to the list of paid holidays for employees receiving holiday pay and Good Friday will be substituted for the Birthday holiday.
APPENDIX NO. 3

AGREEMENT

This Agreement made this Fifteenth day of January, 1953, by and between the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee; Seventeen Cooperating Railway Labor Organizations witnesseth:

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 bulletining 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 at their option.

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.

(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 agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions 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 employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employe 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 Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the
hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty 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 Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Condition 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 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 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 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 the 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 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 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 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 employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last 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 employe does not request a hearing. The employe 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 bulleting rules of the respective agreements but the employe 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 employe 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 employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 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 periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier 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 non-compliance with any part of this agreement.

Section 8.

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

Section 9.

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

Section 10.

(a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of
acquiring 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 requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

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

Section 11.

This agreement shall become effective on February 16, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS THIS FIFTEENTH DAY OF JANUARY, 1953.

FOR THE CARRIER:

/s/ C. P. Downing
Assistant to Vice President - Personnel
EMPLOYEES' NATIONAL CONFERENCE COMMITTEE, SEVENTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS:

/s/ G. E. Leighty
Chairman
Railway Employes' Department, A.F.ofL.

/s/ Michael Fox
President
International Association of Machinists

/s/ Earl Melton
General Vice President

/s/ Oscar G. Remy
General Chairman
International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America

/s/ Chas. J. MacGowan
International President

/s/ John L. Pries
General Chairman
International Brotherhood of Blacksmiths, Drop Forgers and Helpers

/s/ John Pelklofer
General President

/s/ Arthur L. Kohn
General Chairman

Sheet Metal Workers International Assn.

/s/ C. D. Bruns
General Vice President

/s/ Arthur H. Sweitzer
General Chairman
International Brotherhood of Electrical Workers

/s/ J. J. Duffy
International Vice President

/s/ H. Claypatch
General Chairman
Brotherhood of Railway Carmen of America

/s/ Irvin Barney
General President

/s/ Peter J. Moch
General Chairman
International Brotherhood of Firemen Oilers, Helpers, Roundhouse & Railway Shop Laborers

/s/ Anthony Matz
President

/s/ William Piek
General Chairman
APPENDIX NO. 4

DUES DEDUCTION AGREEMENT
BETWEEN THE
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY
AND EMPLOYEES REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA

The Railroad Yardmasters of America (hereinafter called the "Union") has requested that the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter called the "Carrier") withhold and deduct from the wages of such of its yardmaster employees who are members of the Union, monthly membership dues, initiation fees, assessments and insurance premiums and to pay over to the Union the amounts so deducted and withheld, less amounts provided for by Section 4.

Section 1. Subject to the terms and conditions of this agreement, the Carrier shall periodically deduct and withhold from the wages of the employees subject to this agreement, who acquire and maintain membership in the Union, amounts equal to the monthly membership dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union and shall pay the amount so deducted and withheld to the designated Treasurer of the various local lodges of the Union; provided, however, that this requirement shall not be effective with respect to any individual employee until the Carrier shall have been furnished with a written wage assignment authorization to the Union of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to yardmasters, whichever occurs sooner.

The wage assignment authorization shall be in the form attached hereto and identified as Attachment "A" which by this reference is made a part hereof, and show all information called for.

The revocation of the wage assignment authorization shall be in the form attached hereto and identified as Attachment "B" which by this reference is made a part hereof.
Both the wage assignment authorization and the revocation of the wage assignment authorization forms shall be provided at the expense of the Union and shall be subject to approval by the Carrier.

The Union shall assume full responsibility for the procurement and execution of the Wage Assignment Authorization or the Wage Assignment Authorization Revocation and for delivery of such forms to the Manager-Payroll Accounting of the Carrier at Chicago, Illinois.

Section 2(a). The Treasurer of each lodge of the Union shall furnish to the Manager-Payroll Accounting of the Carrier not later than the fifteenth of each month, a certified statement (Form "C") in triplicate showing the name, Social Security Number, payroll number, the division on which employed, and the amount to be deducted from the wages of each member who has signed a wage assignment form and which form has been filed with the Carrier.

(b). The deductions will be made from the wages earned in the second pay period of the month only. Employee deduction authorizations (Form "A") must be in the office of the Manager-Payroll Accounting of the Carrier thirty days in advance of the fifteenth of the month in which deductions are to be made. The lists shall be prepared in the form attached hereto and identified as Attachment "C" which by this reference is made a part hereof. Lists (Form "C") covering additions or changes shall be supported by signed Wage Assignment Authorization (Form "A"). Lists covering cancellations shall be supported by signed Wage Assignment Revocations (Form "B"). The following payroll deductions will have priority over deductions in favor of the Union, as provided for in this agreement.

1. Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.

2. Amounts due the Carrier.

3. Amounts due in payment for meal books and amounts due on watch and board and lodging deduction orders.

4. Insurance and hospitalization premiums, other than insurance premiums referred to in this agreement.
(c). If the earnings of an employee are insufficient to remit the full amount of deduction for such employee, no deduction shall be made, and the same will not be accumulated and deducted in subsequent months.

(d). No deductions will be made from other than the regular payrolls.

Section 3. This agreement shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any Federal or State laws, and any Wage Assignment Authorization given hereunder shall become void.

Section 4. The Carrier shall remit to the Treasurer of each lodge of the Union the amount deducted from the wages of the members. The Carrier will make such remittance on or before the end of the month succeeding that in which deductions are made. The Carrier will, at the time of such remittance, furnish the Treasurer of each lodge with a list of the employees from whom deductions were made, their Social Security Numbers, and the amount of such deductions. Three copies of this statement will be furnished the Union. The dues deduction amounts may not be changed more often than once every three months. To initiate this handling, changes in "amounts" shall be shown on Form "C" for the month of January, 1974, then on Form "C" for the month of April, 1974, and thereafter each three months in a similar manner.

Section 5. Responsibility of Carrier under this agreement shall be limited to remitting to the Union amounts actually deducted from wages of the employees pursuant to this agreement, and the Carrier shall not be responsible to any employee for making deduction specified on a deduction list or for failure to do so. Any question arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Union, and any complaints against the Carrier in connection therewith shall be handled by the Union on behalf of the employee concerned.

Section 6. The Manager-Payroll Accounting of the Carrier shall be furnished a list showing all local lodges, name, address and title of Union local lodge officer to whom deductions made pursuant to this agreement are to be forwarded. The Union will also advise the Manager-Payroll Accounting of the Carrier of any changes in names, addresses and titles of Union officers to whom deductions are to be forwarded, such original list and advice of any changes to be in the hands of the Manager-Payroll Accounting of the Carrier on or before the fifteenth day of the month in which deductions are to be made.
Section 7. No part of this agreement or any other agreement between the Carrier and the Union shall be used either directly or indirectly as a basis for any grievance or claim by or on behalf of any employee predicated upon any violation of, or misapplication or non-compliance with, any part of this agreement.

Section 8. The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this agreement.

Section 9. This agreement shall become effective January 1, 1974, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.


FOR: RAILROAD YARDMASTERS OF AMERICA

/\s/ J. E. Brodbeck
General Chairman

FOR: CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

/\s/ L. W. Harrington
Vice President-Labor Relation
APPENDIX NO. 5

RAILROAD YARDMASTERS OF AMERICA
SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT

THIS AGREEMENT, made this 30th day of September, 1974, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

1. Establishment of Supplemental Sickness Benefit Plan. The railroads parties hereto will cooperate in the establishment of a Supplemental Sickness Benefit Plan (hereinafter referred to as this Plan) to be effective January 1, 1975, to cover Yardmasters, subject to the following benefit provisions, qualifying conditions, and administrative arrangements.

2. Provision of Benefits. Benefits will be provided under an insurance contract issued to the Railroad Yardmasters of America as policyholder. Such insurance contract will conform to the following provisions of this Agreement; otherwise it will, in all substantive respects, be patterned after the national supplemental sickness benefit plans.

3. Coverage. Coverage of the insurance contract will be confined to regularly assigned Yardmasters covered by schedule agreements held by the Railroad Yardmasters of America on participating railroads. For this purpose only, the term "regularly assigned Yardmaster" includes Yardmasters assigned to regular relief assignments and Yardmasters assigned to extra lists performing service exclusively in the Yardmaster craft.

4. Exclusions and Limitations. No benefits will be provided under the insurance contract -

(a) for the first three days of any disability;

(b) for any day on which the employee performs work for remuneration; or

(c) for any period during which sickness benefits are provided under any sick leave rule or practice in effect on any railroad (such period shall be deemed to continue until
the employee's sickness benefits under such sick leave rule or practice are exhausted).

5. Benefits. The specific benefits will be determined by the provisions of the insurance contract referred to in Paragraph 2. However, during the first year of such contract, the monthly benefit thereunder will not exceed $770, reduced by

(a) 21.75 times the employee's daily Railroad Unemployment Insurance Act sickness benefit,

(b) any annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or any other social insurance payments under any law.

(c) any benefits under any plan, fund or other arrangement, whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group contract, any pension or retirement annuity plan, or any group policy of accident and health insurance (other than the insurance contract insuring the Yardmasters' Supplemental Sickness Benefit Plan as referred to in Paragraph 2) providing benefits for loss of time from employment because of disability, and

(d) for an employee who has been injured in an off-track vehicle accident covered under Article IV of the Agreement of September 20, 1968, or similar provisions, any payment for time lost which such employee may receive under Paragraph (b)(3) of such Article IV or under provisions similar thereto.

Thereafter the monthly benefit will not exceed 70% of the average monthly rate of Yardmasters, as computed for I.C.C. Reporting Division No. 105 using the mid-month count, subject to the same reductions.

6. Liability Cases. In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under the insurance contract pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do
not intend that benefits under the insurance contract will
duplicate, in whole or in part, any amount recovered for
loss of wages from either the employing railroad or a third
party. Accordingly, the insuring agent will be subrogated
to any right of recovery for loss of wages the employee may
have against any party; as a condition to paying any benefits
under the insurance contract the insuring agent may require
the employee to assign to it any such recovery or right
thereto from any party to the extent that benefits are
payable under the insurance contract; and on any recovery
for loss of wages, the employee will reimburse the insuring
agent from such recovery for any benefits paid under the
insurance contract. For purposes of this Paragraph, a
recovery which does not specify the matters covered thereby
shall be deemed to include a recovery for loss of wages to
the extent of any actual wage loss due to the disability
involved.

Note: It is understood that if in the future
railroads make any contributions toward
financing the Yardmasters' Supplemental
Sickness Benefit Plan, this Paragraph 6 will
be rewritten in keeping with corresponding
provisions of other supplemental sickness
benefit agreements to provide that benefits
paid under the insurance contract may be
offset against any right of recovery for
loss of wages which the employee may have
against the employing railroad.


(a) The National Carriers' Conference Committee may
review the initial insurance contract referred to in Paragraph 2,
and may reject it if it fails to comply with the provisions
of this Agreement, in which event effectuation of the
provisions hereof for reductions in Yardmasters' pay and
remittance of premiums will be deferred pending other
arrangements which the Railroad Yardmasters of America may
work out which will comply with the provisions of this
Agreement. Such insurance contract will not be amended for
a period of at least one year except as the National Carriers'
Conference Committee may upon review consent to the amendment.
Such insurance contract will not be amended after the first
year, except as the National Carriers' Conference Committee
may agree or as may be agreed to pursuant to the provisions
of the Railway Labor Act as amended.

(b) The insurer will furnish financial data, statistical
and actuarial reports, and claim experience information to
the National Railway Labor Conference for review in the same
detail and at the same time that it furnishes such data to
the policyholder Railroad Yardmasters of America.

(a) Without affecting overtime rates or other rates payable for service not covered by monthly or daily rates, a reduction of $10.50 will be made in the basic pay of each employee covered by schedule agreements held by the Railroad Yardmasters of America who will have been a regularly assigned Yardmaster on any day in his employing railroad's first payroll period ending in the month of December 1974, and a reduction of $10.50 will be made in the basic pay of each such covered employee who will have been a regularly assigned Yardmaster in his employing railroad's first payroll period ending in each month thereafter. The employing railroad will forward that amount to the insurer, as provided in Paragraph 8(e), as the premium payment with respect to each such employee. In case of change in the insurance premium, the amount of the pay reduction will be changed following notice from the Railroad Yardmasters of America to the National Railway Labor Conference; such a change will not be made more frequently than once a year.

(b) The limitation of pay reductions and the remittance of premiums to assigned Yardmasters will not preclude such reductions and remittances with respect to Yardmasters who are adversely affected in the future under merger protection agreements or orders of regulatory authorities which require the continuation of benefits of the type provided under the Yardmasters' Supplemental Sickness Benefit Plan.

(c) In the event that the provisions of this Paragraph 8 which relate to reductions in the pay of Yardmasters should be challenged as improper before any court or tribunal, the Railroad Yardmasters of America will promptly intervene and defend in any such proceeding. The Railroad Yardmasters of America will indemnify and hold harmless the railroad or railroads concerned from any claims, damages, costs, or other expenses incurred in or as a result of such proceedings. At the request of any railroad or railroads involved, the Railroad Yardmasters of America will furnish a good and sufficient indemnity bond to cover such indemnification. In event of failure to furnish such an indemnity bond on request, the provisions of this Agreement for reductions in Yardmasters' pay and remittance of premiums will be suspended pending determination by the courts of the legality of such provisions.

(d) The railroads will not make any contributions toward the cost of financing the Yardmasters' Supplemental Sickness Benefit Plan.
(e) The first premium payment to the insurer will be made as provided in Paragraph 8(a) in relation to covered Yardmasters who will have been regularly assigned Yardmasters in December 1974, and will be payable by the end of January, 1975. A premium payment will be made as so provided each calendar month thereafter during the effectiveness of the insurance contract in relation to covered employees who will have been regularly assigned Yardmasters in the month preceding the calendar month involved; each payment will be payable by the end of the calendar month involved. A grace period of 31 days is to be provided for the payment of every premium after the first. Participating railroads will remit premiums on as nearly as possible the same schedule as they remit union dues. Premium remittances will be accompanied by lists of Yardmasters on whose behalf premiums are transmitted, and a copy of such lists will be furnished the President of the Railroad Yardmasters of America and to the General Chairman involved.

(f) Prior to November 15, 1974, each railroad party to this Agreement will furnish the President of the Railroad Yardmasters of America, with a copy to the General Chairman of its Yardmasters, a list of all Yardmasters who held regular assignments as Yardmaster at any time during the last pay period ending in October.

(g) An employee covered by a Yardmasters' schedule agreement who is not a regularly assigned Yardmaster on any day in the first payroll period ending in a month but is a regularly assigned Yardmaster on some other day in such calendar month may remit his premium direct to the insurer, as may be provided by the insurance contract, accompanied by the employing officer's certificate or statement to the effect that he held a regular Yardmaster assignment in such month, which certificate or statement will be furnished on request.

9. Railroad Retirement Board. The National Railway Labor Conference and the Railroad Yardmasters of America will jointly request the Railroad Retirement Board to establish such administrative procedures as may be feasible to facilitate the administration of this Agreement.

10. Non-Governmental Plan for Sickness Insurance. Effectiveness of the Supplemental Sickness Benefit Plan is conditioned upon a favorable ruling from the Railroad Retirement Board that such Plan qualifies as a "non-governmental plan for sickness insurance" under Section 1(j)
of the Railroad Unemployment Insurance Act, request for which ruling shall be submitted jointly by the National Railway Labor Conference and the Railroad Yardmasters of America.

11. **Sick Leave Rules, and Other Sickness Benefit Plans.** No schedule sick leave rule, practice, policy or other individual railroad sick payment plan, or rights of individual railroads with respect to the continued effectuation, modification or discontinuance of any sick leave practice, policy or other plan not covered by a schedule rule, will be affected in any manner whatever by the implementation of this Agreement or of the Yardmasters' Supplemental Sickness Benefit Plan. However, it is understood that if in the future the railroads are requested to make any contributions toward financing such Plan, their position will be that all sick leave rules and other sickness benefit plans will be terminated.

12. **Blanking Jobs and Realigning Forces.** It is understood that if in the future the railroads are requested to make any contribution toward financing the Yardmasters' Supplemental Sickness Benefit Plan, their position will be that schedule agreements will be revised to permit the blanking of jobs of Yardmasters who are absent because of sickness or disability, and such realignment of forces as may be necessary in case a Yardmaster is absent because of sickness or disability.

13. **Effect of this Agreement.** This Supplemental Sickness Benefit Agreement is in full disposition of the matter of supplemental sickness benefits for Yardmasters represented by the Railroad Yardmasters of America. All pending notices dealing with matters of sick leave and sickness benefits are hereby withdrawn.

14. **Duration.** The Supplemental Sickness Benefit Plan established hereby will continue in effect without change until January 1, 1976, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act as amended. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement, may be served by any party to this Agreement prior to July 1, 1975 (not to become effective prior to January 1, 1976). This Paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the Railroad Yardmasters of America.
15. Court Approval: This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.


FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY
THE RAILROAD YARDMASTERS OF AMERICA:

Chairman
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