AGREEMENT

between

NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

and the

RAILROAD YARDMASTERS OF AMERICA

REPRESENTING

YARD MASTERS AND ASSISTANT YARD MASTERS

Effective January 1, 1983
SCOPE

The provisions set forth in this Agreement shall constitute an Agreement between New Jersey Transit Rail Operations, Inc. (the "Agency" or "NJT Rail") and its yard masters, represented by the Railroad Yardmasters of America and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified herein.

Where yard masters are employed they will report to and receive their instructions and directions, if any, from the superintendent, trainmaster or other designated official, and shall have jurisdiction over all employees in their assigned territory involved in yard operations and will direct yard operations, make up and movement of trains, engines and cars therein, including all industrial switching. Within the territory assigned, a yard master must determine:

- Crews report for duty with prescribed number of employees at the appointed times;
- Employees properly discharge their duties;
- Trains are made up correctly and promptly moved at the times prescribed;
- Waybills have been received and furnished together with any instructions concerning restricted cars or shipments;
- Cars and engines are handled carefully;

and in conjunction with the foregoing, yard masters will plan, coordinate and effect economical operation, seeing there is full compliance with operating and safety rules.

DEFINITIONS

The term "yard master" shall include yard master and assistant yard master.

The term "regular yard master" means an employee holding an advertised position other than an extra list position.

The term "extra yard master" means an employee assigned to a yard master extra list.
The term "unassigned yard master" means an employee with yard master seniority who does not hold an advertised yard master position.

The term "substitute yard master" means an employee who has made known, in writing, (copy to Division Chairman), his desire to become a yard master, but who has not acquired seniority.

Except as otherwise specified, all reference to number of days means calendar days.

The term "duly accredited representative" as used in this Agreement, unless otherwise specifically designated, shall be understood to mean the regularly constituted committee, or any member or members thereof, or an officer of the organization signatory hereto.

RULE NO. 1 — PROMOTION


Yard masters will be considered for promotion to official positions as opportunity may offer.

RULE NO. 2 — SENIORITY

2-A-1. District.

The Agency operating territory shall constitute a single seniority district.

2-B-1. Date of.

(a) The seniority of a yard master, except as provided in paragraphs (b) and (c) of this rule, shall be the date established for the seniority district in accordance with the Implementing Agreement effective between the Agency and the RYA.

(b) Subsequent to the date of this Agreement, seniority of yard masters shall date from the first date they are assigned to a regular position, except:
(1) An employee used as a substitute in a position covered by this Agreement will not acquire seniority as yard master until he has worked as such for sixty (60) days in a period of twelve (12) consecutive months; then his seniority will date from the first day of such sixty (60) day period.

(2) An employee awarded an advertised position of vacancy before he has acquired seniority under exception (1) above shall acquire seniority as yard master, dating from the first date he was used as a substitute within the twelve (12) month period immediately prior to being awarded such position or vacancy.

In the event two or more employees acquire seniority under exception (1) of this rule, who began initial service as substitutes on the same day, their relative standing on the roster will be determined by their length of continuous service with the Company.

(c) The seniority as yard master of an individual whose employment as such has been in a seasonal position shall date from the first date he performs service upon regular assignment to such seasonal position, provided he accepted regular assignment to a seasonal position upon each and every occasion that such assignment was available to him.

(d) The Agency's designated official shall advise the interested Division Chairman currently as yard masters acquire roster standing, giving date of seniority and when applicable, the date the work periods referred to in paragraph (b) of this rule were completed.

2-C-1. Rosters.

Seniority rosters showing rank, name, employee number and seniority date as yard master must be issued by the Company to the office of each Train Master, Assistant Train Master and Yard Master, and will be open to the inspection of all concerned. Rosters will be revised as of January 1 and posted March 1 (except in 1983 when such roster shall be posted March 1 or as promptly thereafter as practicable but no later than May 1). Copies of all rosters will be furnished to the General Chairman and the involved local representative.

2-C-2. Right of protest.

(a) A yard master shall have sixty (60) calendar days (except in 1983 when an employee shall have ninety (90) days) from the date on which his name first appears on the roster, except as otherwise provided in paragraph (b) of this rule, to file a protest
wit the Manager-Labor Relations, in writing, against his seniority date or his relative standing as they are shown thereon. In the event a yard master is absent because of furlough, vacation, sickness, disability, or leave of absence, at the time the roster is issued the above time limit of sixty (60) calendar days for filing his protest shall commence on the day such furlough, vacation, sickness, disability or leave of absence ends. If no written protest is filed with the Agency's designated official within the sixty (60) day period, no protest shall be entertained unless the yard master's seniority date or relative standing is changed from that first shown, in which event the yard master in question shall be permitted to file a protest within thirty (30) calendar days from the date of the change.

(b) A yard master likewise shall have the same sixty (60) day period in which to protest the omission or removal of his name from the first roster from which his name was omitted or removed. If no written protest is filed within such sixty (60) day period, the omission or removal of the yard master's name shall be deemed to be correct and shall not be subject to further protest.

(c) Nothing in this rule shall operate to permit protest against seniority dates established prior to the effective date of this Agreement.

(d) A note shall be placed on each roster stating the time limit for filing protest thereto.

(e) No change in seniority standing of any yard master will be made by the Agency without conference and agreement with the Division Chairman, except for the addition of names of employees retaining seniority under Rule 2-D-1 who returned to positions covered by this Agreement after the posting of the preceding roster.

(f) Seniority as yard master will be terminated on the last day of the month in which a yard master attains the age of seventy (70) years.

2-D-1. Official or excepted positions -- retention of seniority.

A yard master promoted to an official position or placed on a special assignment by the Agency prior to April 1, 1976, or transferred to NJT Rail from Conrail effective January 1, 1983 in such position or assignment, shall retain and accumulate
seniority in the seniority district from which promoted or assigned. A yard master promoted on or after April 1, 1976 shall be subject to the maintenance of membership requirements of the Union Shop Agreement in order to retain and accumulate yard master seniority, except when required to belong to another union representing such official position.

2-E-1. Exercise of seniority.

(a) A yard master who has established seniority as provided in Rule 2-B-1 may displace a junior yard master by the exercise of his seniority, subject to the provisions of Rule 3-A-1, in the following cases:

1. When the position to which he is assigned is abolished;
2. When he is displaced by a senior yard master from the position to which he is assigned;
3. When he returns from a position covered by Rule 2-D-1;
4. When he returns to duty after being absent by reason of vacation, leave of absence, special assignment, sickness or disability and his position has been abolished or filled by award or displacement;
5. When he is removed from a position under the circumstances set forth in Rule 2-H-1;
6. After having established seniority as provided in Rule 2-B-1 (b);
7. When the Division Chairman determines that a substantial change is made in the territory of an assignment;
8. When the starting time of his assignment is changed by one hour or more, except where such change is caused by Daylight saving time;
9. When change is made in the rate of pay of his position, except a change resulting from the application of a general wage increase or decrease;
10. When Change is made in the classification of his position;
11. When change is made in the assigned relief days of his position;

(b) When a yard master becomes entitled to displace another yard master by the exercise of his seniority under the provisions of items 1 to 6, inclusive, or paragraph (a) of this rule, he shall exercise seniority within ten (10) calendar days. Failure to exercise seniority to any position headquarter within thirty (30) miles of the point where he last worked as a yard master, shall result in forfeiture of all seniority
under this Agreement. If he presents evidence to his employing officer that extenuating circumstances prevented the exercise of seniority, the ten (10) calendar days specified above shall be extended proportionately to the extent of his absence on account of such circumstances. When a yard master elects to exercise seniority under the provisions of items 7 to 11 inclusive of paragraph (a) of this rule, he must do so within ten (10) calendar days from the effective date of the change.

(c) A yard master forfeiting seniority or failing to comply with the provisions of the Union Shop Agreement shall not be used as a substitute yard master for a period of ninety (90) calendar days except by agreement with the Division Chairman.

2-F-1. **Training for positions of greater responsibility.**

Yard master positions, not filled under Rule 3-B-1 or other yard master positions as agreed to by the Agency's designated official and the General Chairman, may be used by the Agency for training purposes and when so used shall not be subject to any provisions of this Agreement.

(b) Individuals appointed to positions referred to in this rule who do not possess seniority under this Agreement shall not acquire any seniority while occupying such positions.

2-G-1. **Leave of absence.**

(a) A yard master shall, upon written request, be given a leave of absence without impairment of seniority to perform organization work, to accept an elective or appointive public office for which a competitive examination is not required, or to accept any appointive public office which is related to railroad work.

(b) When the requirements of the service permit, a yard master shall, upon written request, be granted a leave of absence for a limited time with the privilege of renewal. A yard master who, without the special permission of the Manager-Labor Relations and the General Chairman, engages in other employment while absent on leave, shall forfeit seniority under this Agreement.
(c) The Agency shall advise the General Chairman, in writing, when leave of absence is granted a yard master.

2-H-1. Disabled employees—placement of.

(a) Subject to agreement, in writing, between the Agency's designated official and Division Chairman, a disabled employee covered by this Agreement may be placed in a new position or vacancy, or position or vacancy that is under advertisement but not yet filled, or in a position occupied by another employee, without regard to seniority, provided such employee is capable of performing the duties required. An employee who is so placed shall be compensated at the rate of the position in which he has been placed.

(b) An employee who has been placed in a position set forth in paragraph (a) hereof shall forfeit his right to continue in such position if he thereafter bids for other advertised positions or vacancies, and such position shall be advertised. In such case, if the disabled employee is not awarded the advertised position or vacancy for which he has bid he shall exercise his seniority to a position the duties of which he is capable of performing.

(c) A position in which a disabled employee has been placed by agreement under paragraph (a) hereof shall not be subject to the seniority or advertising provisions of this Agreement, except that a disabled employee so assigned may be displaced by a senior qualified employee if there is no other position covered by this Agreement to which such senior employee can exercise seniority.

RULE NO.3 -- SELECTION OF POSITIONS


Ability, fitness, and seniority are essential to appointment to positions of yard master. The Agency's right to require employees to establish that they possess necessary qualifications, prior to being awarded such positions, is recognized.
3-B-1. Bulletins and Awards.

(a) New positions and all vacancies (except vacations) of thirty (30) calendar days or more duration shall be advertised within twenty (20) calendar days in the seniority district where they occur and shall be posted for seven (7) calendar days.

Award will be made and bulletin announcing the name of the successful applicant will be posted within seven (7) calendar days after the date on which the advertisement is closed. This Rule shall not be construed so as to require the placing of employees on their awarded positions when properly qualified employees are not available at the time to fill their places.

(b) Subject to the provisions of Rule 3-A-1, in the awarding of advertised positions and vacancies under this rule, bids from employees holding seniority as yard master will be considered in seniority order. Unassigned yard masters will be considered as having bid for any position or vacancy headquartered within thirty (30) miles of the point where he last worked as a yard master. If entitled to the position or vacancy, it will be awarded to him. If such yard master fails to report for the position, he shall forfeit his seniority.

(c) Applications or cancellation of applications must be in writing and must be filed with the proper officer prior to the expiration of the advertisement.

(d) An application from a yard master for the position he has just vacated by bid will not be considered unless such yard master has been displaced from a position to which he has bid, or no applications for the position are received from other yard masters, in which event his application for the position he has just vacated will be considered.

3-B-2. Changes requiring the re-advertising of positions.

When any of the following changes occur in a regular position, the position shall be re-advertised in accordance with the provisions of Rule 3-B-1:

(1) When the Division Chairman determines that there is a substantial change in territory supervised.
(2) Change of one (1) hour or more in starting time (not including changes incident to Daylight Saving Time).

(3) Change in rate of pay, except a change resulting from the application of a general wage increase or decrease.

(4) Change in classification of a position.

(5) Change in assigned relief days.

Incumbent may exercise seniority at the time change is effective or continue in position until award is made.

3-C-1. Return from absence.

A yard master absent on account of vacation, leave of absence, special assignment, discipline, sickness or disability shall return to his position, and may within ten (10) calendar days exercise seniority to any position bulletinized during such absence, subject to the provisions of Rule 3-A-1. If during his absence his position has been abolished, or filled by award or displacement, he may exercise seniority in accordance with the provisions of Rule 2-E-1. If he fails to return to his position, or to exercise seniority within the ten (10) calendar day period, he shall forfeit all seniority under this Agreement, except that the ten (10) calendar day period will not apply when it is proven that extenuating circumstances prevent return to his position, or exercise of seniority, within such ten (10) calendar days.

RULE NO. 4 -- TIME ALLOWANCES


(a) Eight (8) consecutive hours service, exclusive of the time required to make transfers, shall constitute a day, except where requirements of the service necessitate, an unpaid meal period or intermittent service will be established by agreement between the Agency's designated official and the General Chairman. The assignments of regular yard masters shall be five (5) days per week.
(b) Rates of Pay

The following hourly rates shall be paid to employees holding the specified positions for the following periods:

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<th>1/1/83-6/30/83</th>
<th>7/1/83-6/30/84</th>
<th>7/1/84-12/31/84</th>
<th>1/1/85-6/30/85</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yarmaster - Bay Head</td>
<td>12.891</td>
<td>13.278</td>
<td>13.676</td>
<td>14.086</td>
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</tbody>
</table>

(c) Relief, extra and unassigned yard masters will be compensated on an hourly basis for each day so assigned at the rate of the position filled.

(d) The phrase "time required to make transfer" includes the time spent by a yard master when being relieved in transmitting to the relieving yard master the information necessary to enable the latter to fully and completely begin yard master service on the trick to which assigned. A yard master who is required to remain in charge during the time transfer is being made shall not be considered to have accrued overtime.

4-A-2. Overtime, basis of.

Yard masters shall be paid on the actual minute basis at the rate of time and one-half for all time worked, continuous with and before or after their regular eight (8) hour work period, exclusive of the time required to make transfer, except:

(1) A relief yard master working on two (2) positions covered by his regular assignment on any day, shall be paid at the straight time rate for the first eight (8) hours of service on each position.

(2) An extra, unassigned or substitute yard master who performs two tours of duty as yard master within a twenty-four hour period, commencing with the start of the last straight time tour of duty, shall be paid at the rate of time and one-half for the second tour of duty. If such yard master performs a tour of duty as yard master on the same trick on which he worked on the preceding day, he shall not be considered as having performed two tours of duty with the twenty-four hour period, within the meaning of this paragraph, even though he commences his tour of duty within twenty-four hours from the start of his tour of duty on the preceding day.

(a) A regular yard master notified or called to perform work and reporting for such work, between his regular work periods and not continuous therewith, shall be paid on the actual minute basis at the rate of time and one-half with a minimum of two (2) hours at the time and one-half rate computed from the time he reports for such work.

(b) When telephone or other calls are made to a yard master relating to his previous tour of duty more than two (2) hours after his tour of duty, the yard master shall be paid one hour at the straight time rate.


(a) Yard masters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, or the day observed by the State or Nation, in addition to their regular pay:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Labor Day</th>
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<tr>
<td>Washington's Birthday</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Good Friday</td>
<td>Day after Thanksgiving</td>
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<tr>
<td>Decoration Day</td>
<td>Christmas</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>New Year's Eve Day</td>
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</tbody>
</table>

Except in unforeseen circumstances, regular yard masters shall be given not less than thirty-six (36) hours advance notice when they are required to work on a holiday.

(b) Under no circumstances will a yard master be allowed more than one time and one-half payment for service performed by him during a tour of duty, whether it is a work day, a rest day, or a vacation day, which also is a holiday.

(c) In instances when a recognized holiday falls on an assigned work day of a regular yard master assignment, the carrier shall have the right to blank such position on that day and the yard master 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 yard master assignment.
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 this Agreement.

(d) (1) When any of the holidays enumerated in paragraph (a) hereof falls on a rest day of a regular yard master, 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 regular relief yard master 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 herein provided, if a regular yard master works as yard master on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to paragraph (b) hereof.

(2) When any of the holidays enumerated in paragraph (a) hereof falls during a regular yard master'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 regular relief yard master 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.

(3) Solely in the application of the holiday pay provided in item (1) of this paragraph (d), extra yard masters shall be considered as having Monday and Tuesday as their "rest days". Such holiday pay shall be allowed at the lowest yard rate.

4-B-1. Rest days.

(a) Two regular rest days each week, designated by the Agency, shall be assigned to each regular or relief position.

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

(b) A regular yard master required to perform service on either or both of the rest days assigned to his position will be paid in accordance with Rule 4-A-3, except where rest days are being accumulated.

An extra yard master required to perform service in excess of five (5) days in his work week will be paid one and one-half times the straight-time rate for work on either or both the sixth or seventh day, except where such work is performed by an employee moving from one assignment to another in the exercise of seniority or under the provisions of Rule 5-A-2(f), but shall not have the right to claim work on such sixth or seventh day.

An unassigned or substitute yard master worked as such in excess of five (5) consecutive days will be paid one and one-half time the straight-time rate for work on either or both the sixth or seventh day but shall not have the right to claim work on such sixth or seventh day.

(c) The term "rest days" as used in this Agreement means that for a regular yard master seventy-two (72) hours, and for a regular relief yard master (who performs five (5) consecutive days' yard master service) fifty-six (56) hours, shall elapse between the time he is required to report for duty 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 a yard master exercising seniority.

(d) Where relief requirements regularly consist of (5) days work per week, a relief yard master position will be established and filled in accordance with Rule 3-B-1.

Where relief requirements regularly consist of four (4) days work per week, a relief yard master position providing for four (4) days work per week will, where practicable, be established and filled in accordance with Rule 3-B-1. An employee
assigned to such position will have preference over extra men for available extra work covered by this Agreement to the extent of one (1) day per work week.

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

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

(g) Nothing in this Agreement shall be construed to require the filling of an assignment on the days off of the regular yard master where the work can be absorbed by other yard masters then on duty.

(h) Any tour of duty worked by an unassigned yard master 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.

4-C-1. Assignment to other than regular positions.

A regular yard master required to work temporarily at other than his regular position will in addition to his regular pay, be reimbursed for any necessary actual additional expense incurred on account of the change. If the temporary assignment pays a higher rate than his regular position, the higher rate will be allowed, provided that he was assigned to the higher rated position for more than four hours.
4-D-1. Attending court, etc.

(a) A yard master required to attend court inquest, or investigation by direction of an officer of the Agency shall be paid for actual time lost from duty.

(b) A yard master required to attend court, inquest, or investigation by direction of an officer of the Agency, on a day he is not assigned to work, shall be paid for eight (8) hours at the straight-time rate of his regular position. If time in attendance exceeds eight (8) hours he will be paid for such excess time on a minute basis at the time and one-half rate.

(c) A yard master required to attend court, inquest, or investigation by direction of an office of the Agency, outside of his regular working hours on a day he performs work as yard master, shall be compensated for the actual time spent in attending the court, inquest, or investigation outside of his regular working hours, at the rate of time and one-half.

(d) Necessary expenses will be allowed when away from headquarters. Witness fees and mileage shall be remitted to the Agency.


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

(1) A yard master must furnish the Agency with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) An employee shall notify his supervisor promptly but not later than 48 hours after the receipt of a jury summons and the days involved.

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

(4) When a yard master is excused from railroad service account of jury duty the Agency shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
(5) The above provisions shall apply to extra yard masters except that pay for time lost shall not exceed the basic day at the lowest yard rate.

(6) Except as provided in paragraph (7), an employee will not be required to work on his assignment on days on which jury duty:

(a) ends within four hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or with four hours of the beginning or ending of his assignment.

(7) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

4-F-1. Qualifying.

(a) A yard master, accepting a bulletined position, shall be permitted to qualify as his own expense, for a period of time to be determined by mutual agreement between the Division Chairman and Agency's designated official, provided that in the absence of such agreement, the Agency shall determine the time in which to qualify.

(b) If a regular yard master is required to qualify account of having been displaced, or if it is necessary for him to qualify over territory added to his district, he will be compensated at the rate of position last worked, for a period of time to be determined by the proper officer.

4-G-1. Bereavement.

For the time necessary to attend a funeral and handle matters related thereto, in the event of death of a spouse, child, parent, parent-in-law, brother or sister of a regular or extra yard master who has been in service one (1) year or more, time off will be allowed with pay not to exceed three (3) consecutive work days unless, in individual hardship cases, local agreement is otherwise reached. An extra yard master shall be paid at the lowest yard rate. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision. In order to qualify for benefits under this Rule, the employee must first submit satisfactory evidence of the death in his immediate family either by form prepared by NJT Rail or in the form of a death notice or other certificate attesting to
such death. NJT Rail's monetary liability shall be limited to actual wage loss at the basic day's pay at straight time and shall not include pay for loss of overtime or other increments to the employee's position while the employee is absent. The benefits provided by this Rule shall not be coupled or used in conjunction with benefits provided by other rules currently in effect between the parties, such as, sick leave, vacation, holidays, etc., for which the employee is being paid for time not worked.

4-H-1. Sick Leave.

(a) There is hereby established a nongovermental plan for sickness allowance supplemental to the sickness benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended. It is the purpose of this sick leave rule to supplement the sickness benefits payable under the Act and not to replace or duplicate them.

(b) Each yard master holding a regular or extra position unable to perform work due to sickness (not including pregnancy) or injury (except injuries covered under Article IV of the September 20, 1968 Agreement) will be granted a supplemental sickness allowance for the following number of working days, excluding the first work day of each disability, in a calendar year after completion of the specified continuous years of service with the Agency:

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<th>CALENDAR YEARS OF CONTINUOUS SERVICE</th>
<th>WORKING DAYS</th>
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(c) The supplemental allowance to be paid under paragraph (b) will be equal to 90 percent of the yard master's daily straight time compensation (or for extra yard masters 90 percent of the lowest yard rate) less the maximum daily sickness
allowance which the yard master will be paid, or could be paid, if proper claim were made by said yard master, under the Railroad Unemployment Insurance Act. In computing such allowance, only the period during which the yard master is accorded sick allowance as provided in this rule will be considered.

(d) After the supplemental sickness allowance in the preceding paragraphs has been granted, a yard master covered by paragraph (b) will be entitled to an additional supplemental allowance as calculated in paragraph (e) for the following number of work days, excluding the first 4 days of any subsequent illness, in a calendar year after completion of the specified continuous years of service with the Agency:

<table>
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<tr>
<th>CALENDAR YEARS OF CONTINUOUS SERVICE</th>
<th>WORKING DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25</td>
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<tr>
<td>2</td>
<td>50</td>
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<tr>
<td>10</td>
<td>75*</td>
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* This number will be increased by the number of unused sick days from the prior year not to exceed 25.

@ This number will be increased by the number of unused sick days from the prior year not to exceed 50.

(e) This additional supplemental allowance to be paid for prolonged sick days will be equal to 70 percent of the yard master's daily straight time compensation (or for extra yard masters, 70 percent of the lowest yard rate) less the maximum daily sickness allowance which the yard master will be paid, or could be paid, if proper claims were made by said yard master, under the Railroad Unemployment Insurance Act. In computing such allowance, only the period during which the yard master is accorded sick allowance as provided in this rule will be considered.

(f) A sickness commencing in one calendar year and continuing into the next calendar year will be paid in accordance with sick allowance due in the calendar year the disability began and no additional sick allowance shall be payable until the employee returns to active service.
(g) No allowance will be made under this rule for any day on which the yard master is entitled to compensation under any other rule or agreement. In no case shall these benefits be payable for more than five (5) days in any work week.

(h) Payment in cases of known bona-fide disability should be made currently by the local authorized officer in accordance with proper accounting department procedures. In cases of doubt, the yard master may be required to prove, preferably in the form of a Doctor's certificate, that the sickness or injury is bona-fide.

(i) Any yard master falsely claiming sickness or injury will be subject to discipline.

(j) All previous sick pay rules or policies, however established, are cancelled with the adoption of this rule.

(k) Upon termination of employment relationship or retirement, the provisions of this rule will not be applicable.

4-I-1. **Instructing.**

A yard master may be required to instruct other yard masters. When an extra, unassigned or substitute yard master is posted for an entire day, the yard master who is required to instruct the posting yard master for the preponderance of the day shall be allowed one (1) hour additional pay at the straight time rate.

4-J-1. **Programming.**

Yard masters may program work to be performed by road or yard crews at a time when no yard master is assigned to be on duty or called for duty, so long as such performance does not result in the elimination of a yard master's position. When this programming involves a yard crew, whose starting time is on a subsequent shift, the yard master, who did the programming, will be allowed $5.00 in addition to all other earnings for that tour of duty.

**NOTE:** The $5.00 differential specified above shall not be subject to any future general wage and/or cost-of-living increases.
4-K-1. **Compensation claims.**

(a) Claims for compensation alleged to be due, may be made by a yard master or by a duly accredited representative on his behalf and must be presented, in writing, to the yard master's immediate supervisor within thirty (30) calendar days from date of occurrence.

(b) If claims are not made within the time limits specified in the foregoing paragraph (a) of this rule, they will not be entertained nor allowed.

(c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) of this rule, and are not allowed, the employee or the duly accredited representative (when the claim is presented by such representative) will be notified to this effect, in writing, within thirty (30) calendar days from the date his claim was presented. When not so notified, claims will be allowed.

(d) A claim for compensation denied in accordance with the foregoing paragraph (c) of this rule will be considered invalid unless it is listed for discussion by a duly accredited representative with the Agency's designated official within forty-five (45) calendar days after the date on which the claim was initially denied.

(e) 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 applicable period for either a decision or appeal, up to and including the highest officer of the Agency designated for that purpose.

(f) Except as otherwise provided in paragraph (j) hereof, the requirements outlined in the preceding paragraphs pertaining to appeal by the employee or his duly accredited representative shall govern in appeals taken to each succeeding officer.

(g) Each Agency designated official will meet monthly with the organization for the purpose of disposing, if possible, of disputes growing out of grievances, or our of the interpretation or application of agreements concerning rules, rates of pay and working conditions, as well as cases involving alleged injustices. In addition, other
questions may be presented and handled at monthly meetings. These meetings will be held on dates scheduled in advance and the organization or the Agency's designated official will list, in writing, to the other party at least fourteen (14) meetings. Decisions will be rendered in writing within forty-five (45) calendar days from date discussed.

(h) When requested, a submission in the following form, will be prepared, with reasonable promptness, by the Agency's designated official and the duly accredited representative, covering a controversial matter not disposed of with the Agency's designated official - six copies of each to be furnished to the duly accredited representative by the Agency's designated official:

Subject (which shall specifically set forth the nature of the controversy, date or dates, name of employee or employees, and the or rules involved).

(2) Joint Statement of Agreed Upon Facts, which shall contain all pertinent facts necessary for the determination of the issues by those who may be unfamiliar with the situation. If after a diligent effort, the parties are unable to agree upon a joint statement of facts, the parties will state the facts to be separately set forth in the submission.

(3) Position of Employees.

(4) Position of Agency.

(i) The Agency's designated official will meet monthly with the General Chairman for the purpose of disposing of matters not settled at the prior step. These meetings will be held on dates scheduled in advance and the General Chairman or the Agency's designated official will list in writing to the other party at least fourteen (14) calendar days in advance subjects for discussion at such meetings. Decisions will be rendered in writing within sixty (60) calendar days from date discussed.

(j) A claim or grievance denied in accordance with paragraph (i) will be considered closed unless within one hundred eighty (180) days from the day of the decision of the Agency's designated official proceedings are instituted before the Special Adjustment Board established pursuant to paragraph (m) of this Section or such other tribunal or board as may be legally substituted for it under the Railway Labor Act.

(k) Any adjustment growing out of claims covered by this rule shall not exceed in amount the difference between the amount actually earned by the yard master
and the amount he would have earned from the Company, if he had been properly dealt with under this Agreement.

(1) When time claims are allowed by the Manager-Labor Relations, the interested employees and the duly accredited representative will be advised in writing the amounts involved and the payrolls on which the payments will be made. When time claims are allowed by the Senior Director-Labor Relations, the General Chairman will be advised in writing the amounts involved and the payrolls on which the payments will be made.

(m) There shall be a Special Adjustment Board, established pursuant to section 3, Second, of the Railway Labor Act, which shall be known as Public Law Board No. _____ (the "Board")

(1) The Board shall have jurisdiction over the following matters:

(i) all disciplinary disputes appealed under Rule 6;

(ii) all disputes appealed under the grievance procedures established by this Rule; and

(iii) all matters involving interpretation or application of this Agreement.

In the event a disagreement exists regarding the arbitrability of an issue, the tribunal shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the tribunal shall then proceed to determine the merits of the dispute.

(2) The Board shall consist of three members. One member shall be a representative of the Union. The second member shall be elected by NJT Rail. A third member, who shall be the chairman of the Board, shall be a neutral person and shall be selected as provided in this Article. Party members of the Board may be changed from time to time, or at any time, by the respective parties appointing them.

(3) The NJT Rail member and the Union member shall confer thirty (30) working days prior to the commencement of a Board and from time to time thereafter as a vacancy occurs for the purpose of selecting a neutral member. Each party shall submit a list of five names. The other party may reject three of the names. The remaining four names will be the subject for discussion as to the appointment of a neutral member.

(4) If no name is mutually acceptable, the parties shall within fifteen (15) working days prior to the establishment of the Board and from time to time thereafter in connection with any vacancy request the National Mediation Board to appoint the neutral member.
(5) The compensation and expenses of the union member and the NJT Rail member shall be paid by the Union and NJT Rail respectively. The compensation and expenses of the neutral member and all other expenses shall be paid by the National Mediation Board to the extent funds are appropriated for that purpose, and any amounts not so paid shall be shared equally by NJT Rail and the Union.

(6) The Board shall meet as required but not more than once a month and shall hear such matters within its jurisdiction as have been filed not less than 30 days prior to the meeting. Such meeting shall be convened in Newark, New Jersey.

(7) Time limits with regard to appeals to the Board shall be controlled by Rule 6 Discipline and Appeals. The board shall not hear untimely appeals.

(8) At Board hearings the parties may be heard in person, by counsel, or by other authorized representatives. The Board shall rule on the facts stated in the authorized record. The Board shall have the authority to request the production of additional evidence by either party. The Board shall not conduct a trial de novo where hearings have already been held at a prior level in the discipline or discipline procedure.

(9) The Board shall not have the authority to add to, subtract from or modify any of the provisions of this Agreement, and all decisions shall be confined to the interpretation and application of this Agreement. The Board shall render a decision solely on the dispute submitted to it. Such decisions shall be in writing and furnished to the parties. The decision shall be final and binding on both parties.

(10) Each member of the Board shall have one vote, any two members of the Board in agreement shall issue a written decision. The dissenting member may issue an opinion.

(11) The Board shall render a decision within thirty (30) days after the closing of the hearing on each claim, except where the case is mutually withdrawn.

(12) The Board hereby established shall continue in existence until it has disposed of all appeals submitted to it under this Agreement, after which it shall cease to exist, except for the interpretation of its awards as provided above.

RULE NO. 5 — HANDLING OF EMPLOYEES

5-A-1. Relief work.

A relief yard master will be allowed expenses not to exceed $5.00 each day while working away from his headquarters. On each Region, the Agency's designated official and the Division Chairman shall agree, in writing, as to the point which shall be headquarters for each relief position. This rule does not apply to relief yard masters working in metropolitan areas nor to extra or substitute yard masters.
5-A-2. Extra list.

(a) (1) In general railroad areas, the Agency may establish an extra list consistent with the amount of extra work and number of vacancies available to extra employees.

(2) In such areas, extra lists must be established where there were more than 30 vacancies or extra tours worked during the preceding month or where substitute or unassigned yard masters were used on 20 separate calendar days in such preceding month.

(b) Existing lists or list established under paragraph (a) shall be adjusted monthly by the local officer and the Division Chairman so that the number of extra positions should be utilized for 20 tours in the month. This adjustment may be accelerated in unusual situations.

(c) Extra list positions will be subject to advertisement in accordance with Rule 3-B-1. Reductions in the extra list will be handled in accordance with Rule 5-B-1.

(d) The work week for extra yard masters shall consist of seven (7) days commencing on Wednesday and each extra yard master will be assured of working as yard master or assistant yard master not less than thirty two (32) hours during a work week.

(e) An extra list will be operated on a rotating basis subject to the provisions of paragraph (f) of this rule.

(f) When a vacancy, if filled, is known to be of five (5) or more days duration, the senior qualified yard master, who has made written request, will be assigned for the duration of the vacancy and will not return to his regular position until the day following the last work day on the vacancy. The vacancy of the employee so assigned, shall not be subject to the application of this paragraph.

(g) Extra yard masters will provide their immediate supervisor the telephone number at which they may be called.
(h) An employee marking up on the extra list for the first time will be placed behind those employees then on the list but ahead of those employees who are working or assigned to a hold-down at the time.

(i) Extra yard masters will be required to be qualified on the assignments in the territory protected by their list within ninety (90) days following their assignment to the list, provided they are afforded the opportunity.

(j) When instructed to post, extra yard masters will be paid at the assistant yard master yard I rate.

(k) Posting shall not be considered in the application of Rule 4-A-2 (2).

(l) An extra list will be considered exhausted when no employees thereon are available for work at the straight time rate of pay.

(m) When no extra yard master is available to work at the straight time rate of pay, yard master vacancies, if filled, and extra work will be performed by qualified employees as follows:

(1) By the senior available unassigned yard master, except that such employee will not be used as a yard master on the rest days of his regular craft assignment or, if an extra employee, after working five (5) straight time days in such craft.

(2) By an available substitute yard master except that such employee will not be used as a yard master on the rest days of his regular assignment, or, if an extra employee, after working five (5) straight days in such craft.

NOTE: In the application of Items (1) and (2) above a yard master shall not be considered available if his use as a yard master would immediately follow a tour of duty in another craft.

(3) By the senior available yard master who has indicated, in writing, his desire to be considered for overtime.

5-B-1 Positions abolished—advance notice of.

(a) Except as provided in paragraphs (b) and (c) of this rule, when a position is abolished, the yard master regularly assigned thereto will be given not less than thirty-six (36) hours advance notice. The General Chairman will be advised not less
than five (5) calendar days prior to the effective date of any abolishment of a regular or relief position which reduces the number of positions in a thirty (30) mile radius. If requested by the General Chairman, the representative of the Agency and the General Chairman, or his representative, shall meet for the purpose of discussing such abolishment.

(b) No advance notice shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (c) below, provided that such conditions result in suspension of the Agency's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having previously notified to report, shall receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day he will be paid for the time actually worked with a minimum of four (4) hours.

(c) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company's operation in whole or in part is due to a labor dispute between the Agency and any of its employees.

5-C-1. Assignments--beginning of.

The tour of duty of regular assignments shall not begin or end between the hours of twelve (12:00) Midnight and six (6:00) A.M., except by agreement between the Agency and the Division Chairman.

5-D-1. Assistant Yard Masters--supervision of.

A yard master on one trick will not be required to supervise assistant yard masters whose entire tours of duty are on other tricks.
5-E-1. **Starting time and starting point.**

A regular yard master shall have a designated time and starting point for going on duty and he shall be relieved at the starting point. The term "starting point" as used in this rule shall be understood to mean any place under the yard master's jurisdiction.

5-F-1. **Private auto, use of.**

(a) Yard masters shall not be required to furnish their privately owned automobiles for Agency use.

(b) Yard masters requested to and using their private automobiles for Agency business shall be allowed mileage made for the use thereof in accordance with the mileage rate established by the Agency.

5-G-1. **Investigation outside of assigned hours.**

Yard masters shall not be disturbed by a call for the purpose of investigation outside of their regular assigned working hours, except in cases of emergency.

**RULE NO. 6 -- DISCIPLINE AND APPEALS**

6-A-1. **Discipline.**

(a) When a major offense has been committed, a yard master suspected by the Agency to be guilty thereof may be held out of service pending hearing and decision.

(b) A yard master who has been in the Agency's service sixty (60) calendar days or longer and against whom the Agency has preferred specific charges, in writing, shall not be disqualified, suspended or dismissed without a hearing at which he shall be permitted to have a duly accredited representative or representatives of his choosing and witnesses to testify on his behalf. Copy of this notice will be furnished the Division Chairman. The accused yard master or his duly accredited representative shall be permitted to question witnesses insofar as the interests of the accused yard master
are involved. The hearings shall begin within thirty (30) calendar days from the date of the employee's immediate supervisor's first knowledge of the yard master's involvement. Copy of the hearing transcript shall be given the accused yard master and his duly accredited representative if he was so represented. Decision shall be given in writing within fifteen (15) calendar days after the close of the hearing to the yard master with copy to the Division Chairman. The time limits of this paragraph may be extended by mutual agreement between the yard master or his duly accredited representative and the Agency which shall not be unreasonably withheld by either party.

(c) (1) If the discipline is suspension, the period of suspension shall be deferred if within the succeeding period as set forth in the schedule below following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed, provided that in the case of major offense, such deferral of the suspension shall not occur unless granted at his sole discretion by the designated NJT Rail official.

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<th>SUSPENSION</th>
<th>PERIOD OF PROBATION</th>
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<td>Five days .....................................</td>
<td>Three months</td>
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<td>Ten days .......................................</td>
<td>Six months</td>
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<td>Fifteen days and less than thirty days ..........</td>
<td>Nine months</td>
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<td>Thirty or more days ...........................</td>
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(2) If, within such succeeding applicable period, the employee commits one or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the applicable period shall not be deferred.

(3) If the discipline is suspension, the time the employee is held out of service shall be:

(A) Considered part of the period of suspension for the offense if the suspension is served.

(B) Considered time lost without compensation if the suspension is not served.

(d) An employee may be disciplined by reprimand or suspension without a hearing, when the involved employee, his union representative and the authorized official of the Agency agree, in writing, to the responsibility of the employee and the discipline
to be imposed. Discipline imposed in accordance with this paragraph is final with no right of appeal.

6-A-2 Discipline Appeals.

(a) If the decision is not satisfactory to the yardmaster, appeal in writing may be taken successively, to the Agency's designated official and the Agency's Senior designated official provided such appeals are made in writing within thirty (30) and sixty (60) calendar days respectively from date of previous decision.

(b) Further appeal will be subject to the provisions of subsection (i) and (j) of Rule 4-K-1.

(c) Appeals not handled in accordance with the provisions of this rule shall be deemed to have been abandoned.

(d) If the original decision or any appeal decision holds that the yard master was unjustly disqualified, suspended or dismissed, his record will be changed accordingly and he shall be reinstated with seniority rights unimpaired and compensated for wage loss sustained, if any, less the amount earned in other employment.

6-B-1. Other Appeals.

When it is considered that an injustice has been done with respect to any matter arising under this Agreement, except claims for compensation and appeals under Rule 6-A-2, the yard master affected or the duly accredited representative, on his behalf, may within ten (10) calendar days present the case, in writing, to the yard master's immediate superior. If the decision of such superior, which shall be in writing, is unsatisfactory, or is not made within thirty (30) days, the case may then be appealed by the yard master affected or by the duly accredited representative, on his behalf, to the Agency's designated official.

6-C-1. Controversial matters—handling of.

Controversial matters on which the duly accredited representative and the Manager-Labor Relations are unable to reach agreement, may be handled by the General Chairman with the Senior Director-Labor Relations.
RULE NO. 7 -- VACATIONS


(a) An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Rule 7-A-2, to each yard master who rendered compensated service as yard master on not less than one hundred-ten (110) days during the preceding calendar year.

(b) An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Rule 7-A-2, to each yard master who rendered compensated service as yard master on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has nine (9) or more years of continuous service with the Agency.

(c) An annual vacation of four (4) weeks (20 working days) with pay will be granted, subject to the conditions set forth in Rule 7-A-2, to each yard master who rendered compensated service as yard master on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has eighteen (18) or more years of continuous service with the Agency.

(d) An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Rule 7-A-2, to such yard master who rendered compensated service as yard master 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 (25) or more years of continuous service with the Agency.

(e) Calendar days in each current qualifying year on which a yard master 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 ten (10) such days for a yard master with less than three (3) years of continuous service with the Agency, a maximum of twenty (20) such days for a yard master with three (3) but less than fifteen (15) years of continuous service with the Agency and thirty (30) such days for a yard master with fifteen (15) or more years of continuous service with the Agency, provided that no calendar day on which a yard master was credited with any compensation under sick leave rules or practices shall be
included. 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 ten (10), twenty (20) or thirty (30) days, respectively.

(f) In instances where employees who have become members of the Armed Forces of the United States return to the service of the Agency 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 Agency will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the Agency.

(g) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Agency in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service has 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 Rule 7-A-1(a), (b), (c), (d), and (f).

(h) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Agency 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 but would 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 Rules 7-A-1 (a), (b), (c), (d), and (f).

NOTE: 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.
7-A-2. **Scheduling.**

(a) Local officers of the Agency 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 yard masters in seniority order.

(b) (1) When vacations are afforded.

(i) A yard master 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 yard master not having a regular assignment will be paid while on vacation on basis of the average straight-time compensation earned as a yard master in the last payroll period preceding the vacation during which he performed service for the number of vacation days to which entitled under Rule 7-A-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 yard master having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under Rule 7-A-1.

(ii) A yard master not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under Rule 7-A-1.

(c) A yard master who performs service as yard master on any day of his assigned yard master vacation period will be paid for such service at time and one-half rather than straight-time in accordance to vacation pay provided in Rule 7-A-2(b).
(d) Vacations, or allowances therefor, under two (2) or more agreements held by different organizations of the same Agency 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 agreements.

(e) The vacation provided for in this Agreement shall be considered to have been earned when the yardmaster has qualified under Rule 7-A-1. 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 Rule 7-A-1. If a yard master 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.

(f) Vacations shall not be accumulated or carried over from one vacation year to another. NJT Rail will recognize vacation time earned in service to the Consolidated Rail Corporation or predecessor railroads by an employee transferred to NJT Rail under the Implementing Agreement to which NJT Rail and the Union are signatory. Vacations earned under two or more agreements or under service performed with Conrail shall not be combined so as to create a vacation of more than the maximum number of days provided for in any of the individual agreements. Vacations earned in 1982 by an employee transferred to NJT Rail under the Implementing Award will be provided in accordance with the Implementing Award.

7-B-1. (a) Three days of personal leave will be provided for the New Jersey Transit Rail employees who have been full-time employees for six months.

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

(c) Personal leave days will be paid for at the regular rate of the employee's position.

(d) The personal leave days provided in Section (a) shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Agency will have the right to distribute work on a position vacated among other employees covered by the Agreement.

RULE NO. 8 — INSURANCE BENEFITS

(a) **Health Insurance.**

(1) With respect to hospital, surgical and medical benefits, and life and accidental death and dismemberment insurance benefits for active employees covered by this Agreement, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits to those provided active employees of Conrail under the Health and Welfare Plan of the National Railroad and Railway Labor Organizations, Travelers' Group Policy GA 23000. Employees transferring from Conrail to the Agency on January 1, 1983 shall be provided full benefits effective on that date without any waiting or qualifying period.

(2) With respect to dental benefits for active employees covered by this Agreement, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits to those provided active employees of Conrail under the Railroad Employees National Dental Plan, Aetna Policy GP 12000. Employees transferring from Conrail to the Agency on January 1, 1983 shall be provided full benefits effective on that date without any waiting or qualifying period.

(3) With respect to hospital, surgical and medical benefits for NJT Rail employees who retire from active service, NJT Rail will provide under a NJT Rail sponsored plan substantively comparable benefits provide retired employees of Conrail effective December 31, 1982 under the National Railroad and Railway Labor Organizations Travelers' Group Policy GA 46000.

(4) NJT Rail will provide its retired employees health and welfare benefits comparable to those provided under Travelers' GA-23111 at Conrail. The benefits shall be provided through a group policy covering NJT Rail employees after age 65 and shall provide benefits supplemental to Medicare. Any premiums shall be paid by the employee.
(b) **Eye Care Package.**

(1) It is agreed that NJT Rail will provide an Eye Care Program during the term of this agreement. The coverage shall provide for a $25.00 payment for regular prescription eyeglasses or contact lens or $30.00 for bifocal glasses or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents. The extension of benefits to dependents shall be effective only after the new employee has been continuously employed for a minimum of sixty (60) days.

(2) Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of $25.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

(3) Each eligible employee and dependent may receive only one (1) payment for glasses and one (1) payment for examinations during the two and a half year period of this agreement while the program is in effect. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

**RULE NO. 9 — RIDERSHIP PASSES**

NJT Rail shall provide each employee and designated union representatives with a pass entitling the employee only to unlimited rides on all rail commuter lines in the NJT Rail system. The pass shall be issued annually and shall be valid only during the year in which issued. The pass will not be transferable.

**RULE NO. 10 — NON-DISCRIMINATION**

10-A-1. **Non-Discrimination.**

(a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.
RULE NO. 11 — MUTUAL AGREEMENT

(a) The Implementing Agreement, dated October 14, 1982, for the transfer of employees represented by the Organization signatory hereto, The Agency from the Consolidated Rail Corporation, pursuant to Section 1145 (508) of the Northeast Rail Service Act of 1981, is made a part of this Agreement and shall be attached as Appendix "A".

(b) Exceptions to any Rule in this Agreement may be made only by agreement between the designated Agency official and the General Chairman.

(c) NJT Rail and the Union acknowledge this Agreement, together with its Appendices, to be their complete Agreement inclusive of all negotiable issues whether or not discussed.

(d) All rules, agreements, practices or understanding, whether written or unwritten, however established, that were in effect or existed prior to the effective date of this Agreement are terminated, and hereafter only this Agreement and its terms shall apply.

(e) Rules, agreements, practices or understandings, whether written or unwritten, which continue beyond the effective date of this contract, shall upon actual notice to NJT Rail be either terminated or affirmed by NJT Rail in writing. It is understood that NJT Rail cannot be construed to sanction or accept any practices, rules, agreements, or understandings, whether written or unwritten, existing outside of this Agreement, until actual notice to and affirmation by NJT Rail.

(f) All economic benefits are contained in the Agreement and its Appendices and no payments shall be made except as required by this Agreement, unless NJT Rail explicitly agrees to such payments in writing. Such agreements shall be between NJT Rail and the Union.

(g) The parties will recognize the need for cooperation in and support of changes in operating practices and procedures which would result in increasing productivity to the greatest extent possible in order to provide essential and economical commuter rail service and to enhance public support for commuter rail service.
REGULATION NO. 12 — VALIDITY

(a) If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid, such invalidity shall not affect or impair any other term or provision of this Agreement.

(b) NJT Rail retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and of the United States of America including the Railway Labor Act.

(c) If any provision of this agreement requires legislative action or the appropriation of funds for its implementation, such provision shall become effective only after such legislative action or appropriations have been effected.

IV. TERM OF AGREEMENT

A. This Agreement, together with its Appendices shall comprise the collective bargaining agreement between NJT Rail and its employees represented by the Union. It shall become effective January 1, 1983 and shall remain in effect until June 30, 1985 and thereafter, until changed in accordance with the provisions of the Railway Labor Act, as amended.
B. During the period that this Agreement is in effect, neither party shall serve upon the other any notices under the Railway Labor Act to amend or change any provision of this Agreement or its Appendices, or any matters not covered by this Agreement and its Appendices. This provision will not preclude the parties from entering into agreements which are mutually acceptable.

Signed at Newark, New Jersey this 18th day of March, 1983.

RAILROAD YARDMASTERS
OF AMERICA

NEW JERSEY TRANSIT
RAIL OPERATIONS, INC.

J. C. Thomas
General Chairman

Martin E. Robins

Approved:
President R.A.
IMPLEMENTING AGREEMENT AWARDED THIS 14TH DAY
OF OCTOBER 1982 BETWEEN THE NON-OPERATING
EMPLOYEES REPRESENTED BY THE ORGANIZATIONS
PARTICIPATING IN THE SECTION 508 ARBITRATION,
NEW JERSEY TRANSIT RAIL OPERATIONS, INC. (NJTRO)
AND CONSOLIDATED RAIL CORPORATION (CONRAIL)
PURSUANT TO SECTION 1145 OF THE NORTHEAST RAIL
SERVICE ACT OF 1981

I. NUMBER OF EMPLOYEES

A. The number of employees on the NJTRO
Seniority Roster will be equal to the number of positions
in commuter service within the NJTRO region as of
August 1, 1982.

B. The number of NJTRO positions advertised
for bid and award will be equal to the number of positions
in commuter service within the NJTRO region as of
October 1, 1982. These positions will be discontinued on
Conrail and transferred to NJTRO effective January 1, 1983.

II. PROCEDURES - OFFERS/ACCEPTANCE

A. The NJTRO positions referred to in
Article I (B) will be advertised by special bulletin to
employees of the involved crafts and classes in the appropriate
Conrail seniority districts from October 19, 1982 through
November 9, 1982. Awards of positions shall be made on December
1, 1982, and the jobs will be effective December 8, 1982.
B. The employees awarded thebulletined positions will be subject to displacement in accordance with the rules of the applicable Conrail collective bargaining agreement until 11:59 P.M., December 31, 1982.

C. With the exception of the timetable established in Article II(A), the bulletins and awards referred to in Article II(A) will be made in accordance with the provisions of the applicable Conrail collective bargaining agreement. The bulletin will include the following statement:

"This will serve as notice that these positions will be discontinued on Conrail and transferred to NJTRO effective January 1, 1983. The successful applicants for positions with NJTRO will be considered as having applied for and been accepted for employment by NJTRO. The bid and award (or subsequent displacement) will also be considered as the employee's release to transfer the following records to NJTRO as of December 31, 1982 in order to effectuate administrative consistency in the transitions:

Last Name, Initials
Social Security Number
Date Entered Service
Occupational Classification (ICC)
Union Affiliation
Date of Birth
Home Address
Seniority Date"

These items are being furnished in order that payroll and Railroad Retirement records may be administratively transferred.

Nothing in this section is intended to limit NJTRO's rights, if any, to revise the contents of the advertisements with respect to rates of pay, rules, and working conditions on or after
January 1, 1983 in the event new collective bargaining agreements are not consummated under Section 510 of the Northeast Rail Service Act.

D. Vacancies that occur after the awards are made under paragraph A and before December 20, 1982 shall be advertised as part of the regular advertising procedure in accordance with the provisions of paragraph C of this Article II, except that the employee’s release to transfer the above specified records will be as of the effective date of any award.

E. Employees in the seniority districts involved who are on suspension, discharge pending appeal, disability, leave of absence or are full-time Union Representatives during the period from the advertisement date to December 31, 1982 who would otherwise have been entitled to transfer to NJTRO under the provisions of this agreement, may within five working days following their return to service with Conrail, exercise seniority to an available position on NJTRO.

III. SENIORITY

A. There will be a single NJTRO Seniority District for each existing Conrail craft or class, except that the number and nature of classes in effect after January 1, 1983 will be determined by the applicable NJTRO collective bargaining agreement. The NJTRO Seniority District will encompass the area of NJTRO operations.
B. The NJTRO seniority date for employees transferring to NJTRO and for employees bidding for NJTRO jobs and not awarded a position, the total of such employees not to exceed the number on the NJTRO Seniority Roster established pursuant to Article I(A), shall be the date of earliest retained seniority, in the employee's present craft or class, with Conrail or a Conrail predecessor railroad. The NJTRO seniority date will be the only standard of seniority in awarding NJTRO jobs after December 31, 1982. "Prior right" seniority and point or locational seniority will not be applicable on NJTRO after December 31, 1982.

No NJTRO employee, however, will be required to exercise his seniority at a distance of more than 30 miles from his home or then current work site as a condition of maintaining his NJTRO seniority unless otherwise provided in an applicable NJTRO collective bargaining agreement, provided, however, that this provision shall not be construed as restricting the right of NJTRO to transfer the location of any work.

C. The initial NJTRO Seniority District Roster shall be posted before March 1, 1983.

D. Employees transferred to NJTRO pursuant to Article II of this Agreement shall retain and continue to accumulate seniority on Conrail but shall only be entitled to exercise such seniority under the following circumstances:
1. If deprived of employment on NJTRO.

"Deprived of Employment" as used herein means the inability of an employee covered by this Agreement to obtain a position in the normal exercise of his seniority rights with NJTRO. It shall not, however, include a deprivation of employment by reason of retirement, separation allowance, resignation, dismissal or disciplinary suspension for cause, work stoppage or failure to work due to illness or disability. Employees who are deprived of employment and who exercise Conrail seniority rights will continue to be considered furloughed NJTRO employees and will be entitled to recall in accordance with the appropriate NJTRO agreement.

2. On May 1 and November 1 of each year, by written notice by the employee to Conrail and NJTRO, at least thirty (30) days in advance thereof, limited to not more than 10% of NJTRO employees in any craft or class, employees will be permitted to exercise such rights on any May 1 or November 1. In the event that more than 10% of NJTRO employees in a craft or class give
notice of a desire to exercise such Conrail rights, the determination of which employees in such craft or class may exercise such rights will be made on the basis of seniority.

E. Employees returning to Conrail pursuant to Article III(D) (1) or III(D) (2) above shall exercise their Conrail seniority in accordance with the applicable Conrail rule governing employees returning from leave of absence.

F. Employees returning to Conrail pursuant to Article III(D) (1) above will maintain NJTRO seniority in accordance with the applicable NJTRO agreement.

G. Employees returning to Conrail pursuant to Article III(D) (2) or Article IV(C) will be terminated from NJTRO and forfeit all seniority on NJTRO.

H. The requirement of Section 508(c) (7) (E) of NRSA is covered by the existing Conrail collective bargaining agreement.

IV. EMPLOYMENT OPPORTUNITIES - UNSUCCESSFUL INITIAL NJTRO BIDDERS ON THE NJTRO SENIORITY ROSTER AND FURLOUGHD EMPLOYEES

A. Any position advertised after completion of the procedures in Article II of this agreement and not filled by then current NJTRO employees in accordance with the appropriate NJTRO collective bargaining
agreement will be offered first to Conrail employees on the NJTRO Seniority Roster established pursuant to Article I above. If any such positions remain vacant, NJTRO will offer such positions to furloughed Conrail employees with a seniority date prior to January 1, 1983 in the craft or class involved in seniority order who have indicated, in writing, to NJTRO and to Conrail, their desire for employment by NJTRO. Subject to the applicable NJTRO collective bargaining agreement, employees subject to this Article IV who decline an offer of employment by NJTRO shall forfeit all seniority rights or other preferential rights to employment on NJTRO.

B. Employees entering the employ of NJTRO under this Article IV will obtain NJTRO seniority in accordance with the applicable NJTRO collective bargaining agreement.

C. Furloughed Conrail employees accepted for employment by NJTRO under this Article IV will continue to be considered as furloughed Conrail employees and will be entitled to recall in accordance with the appropriate Conrail agreement.

V. VACATION ELIGIBILITY, ETC.

A. Subject to the provisions of the applicable NJTRO collective bargaining agreement, compensated days and years of service recognized by Conrail shall be used
in determining eligibility for benefits such as vacation, sick pay and personal days for employees transferred under Article II or IV. Conversely, compensated days and years of service with NJTRO shall be used in determining eligibility for benefits, such as vacation, sick pay and personal days, for employees returning to Conrail under Article III or IV.

B. In the calendar year 1983, Conrail employees transferred to NJTRO in accordance with this agreement shall be granted not less than the number of vacation days with pay they would have received under the applicable Conrail agreement.

C. Service performed for Conrail prior to January 1, 1983 shall be considered in determining eligibility for holiday pay for New Year's Day that may be provided in the applicable NJTRO collective bargaining agreement.

D. There shall be no pyramiding or duplication of any benefit in the application of any portion of this agreement.

VI. DISPUTES

Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this agreement which has not been resolved within 90 days
may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided for in Section 3, Second of the Railway Labor Act.

VII. EFFECT OF THIS AWARD

This Award will be considered as a separate agreement between NJTRO, Conrail and each of the non-operating craft organizations. This Award shall take effect on October 14, 1982.
Mr. J.C. Thomas  
Vice President  
Railroad Yardmasters of America  
1069 Mississippi Avenue  
Pittsburgh, PA 15215

Dear Mr. Thomas:

This letter is to set forth our understanding with respect to any yardmaster assignments at outlying yards such as Bay Head Junction.

It is agreed that the incumbents for these positions will be on an intermittent tour basis without any fixed hours of service with all hours on duty to be paid on a straight time hourly basis. In all other respects the rules of this agreement dated January 1, 1983 are applicable to this position.

NEW JERSEY TRANSIT RAIL OPERATIONS, INC.

By: [Signature]

I Concur.

[Signature]

McCarter Highway & Market St., P.O. Box 10009, Newark, N.J. 07101 (201) 648-7300