AGREEMENT
between the
UNION PACIFIC RAILROAD
and
UNION PACIFIC UNION YARDMASTERS COUNCIL

Governing Wages and Working Conditions of Yardmasters

(EFFECTIVE OCTOBER 1, 1999 ON THE PROPERTIES KNOWN AS MOPAC)

(EFFECTIVE JANUARY 1, 2000 ON ALL OTHER PROPERTIES EXCEPT THE OLD SP)
RULE 1 - SCOPE

Revised 1978 Mediation Agreement (See Case No. A-10183)

ARTICLE I - SCOPE AND EMPLOYEES AFFECTED

Existing Scope Rules shall be amended by the addition of the following:

The duties and responsibilities of a Yardmaster include:

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

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

**********

From the 1975 Agreement:

(a) The rules of this agreement are limited in their application to the positions of Assistant Yardmasters, Yardmasters and Assistant General Yardmasters employed at:

<table>
<thead>
<tr>
<th>St. Louis</th>
<th>Atchison</th>
<th>McGhee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Rock</td>
<td>Wichita</td>
<td>Alexandria</td>
</tr>
<tr>
<td>Monroe</td>
<td>Kingsville</td>
<td>Kansas City</td>
</tr>
<tr>
<td>Harlingen</td>
<td>Omaha</td>
<td>Brownsville</td>
</tr>
</tbody>
</table>

and shall also apply at other points on the Western and Eastern Districts and Kingsville Division if it is later found necessary to establish a Yardmaster position as defined herein.

(b) The assignment of a General Yardmaster so that he will work a yardmaster trick position will be limited to one (1) General Yardmaster at each of the following points:

<table>
<thead>
<tr>
<th>McGhee</th>
<th>Coffeyville</th>
<th>Monroe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wichita</td>
<td>Atchison</td>
<td></td>
</tr>
</tbody>
</table>

(c) The foregoing Paragraph (b) is not intended to limit in any way the number of General Yardmasters or other officers who may be assigned in the yards where this agreement is in effect per Paragraph (a) and imposes no restrictions upon the duties that may be performed by such officers, but they will not work a trick Yardmaster position, thereby causing the abolishment of a Yardmaster position or preventing the establishment of a Yardmaster position.

(d) The term “Yardmaster” as used in the following provisions of this agreement will cover the classes of Assistant General Yardmaster, Yardmaster and Assistant Yardmaster unless otherwise disclosed by the context of the rule.

RULE 2 - HOURS OF SERVICE - Overtime and Assignments

(a) Eight (8) consecutive hours shall constitute a day’s work unless relieved at the Yardmasters request, in which event actual time worked will be paid for. Time worked in excess of eight (8) hours will be paid for as overtime at a rate of time and one-half on the minute basis. A regularly assigned Yardmaster called to fill a shift or a portion of a shift after he has been relieved from his regular assignment, will be paid a minimum day at a rate of time and one-half. An extra Yardmaster called to fill a shift or a portion of a shift will be paid a minimum day at pro rata rate. Time consumed in making transfer will not be counted as overtime.

(b) Regular assignments shall have a fixed starting time, which shall not be changed without
at least forty-eight (48) hours advance notice. Notice will be considered as given upon posting of such notice on bulletin boards. If the starting time of the assignment is changed as much as one (1) hour the Yardmaster regularly assigned may, if he so desires, exercise seniority over junior Yardmasters in accordance with the rules and the position shall be declared vacant and advertised in accordance with the rules.

(c) Where three (3) eight (8) hour assignments of the same classification are worked in continuous service no one of such three assignments shall have a starting time between 12 midnight and 6:00 A.M.

(d) Yardmasters may arrange their meal period of not more than twenty (20) minutes during their tour of duty.

**RULE 3 - WORK WEEK**

(a) Two (2) 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 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) Regularly assigned Yardmasters required to perform service on either or both of the rest days assigned to their positions will be paid therefore at rate of time and one-half, 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.

(c) The term "rest days" as used in this agreement means that for a regularly assigned Yardmaster seventh-two (72) hours, and for a regularly assigned relief Yardmaster (who performs five (5) consecutive days Yardmaster service) fifty-six (56) hours, shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to Yardmasters exercising seniority.

(d) Where relief requirements regularly consist of five (5) days work per week, relief Yardmaster positions will be established and filled in accordance with the Rule.

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 the Rule. Employees
assigned to such positions will have preference over extra men for available extra work covered by this agreement to the extent of one (1) day per workweek.

(e) A regularly assigned Yardmaster transferring from one (1) 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 a position having Wednesday and Thursday as rest days to a 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 proceeding week to and including Friday of current week.

(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.

(g) The days off extra or unassigned Yardmasters need not be consecutive.

(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.

(i) All existing guarantees shall be reduced to a basis of five (5) 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.

(j) 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.

RULE 4 - SENIORITY

(a) Seniority of Yardmasters is restricted to the yard or terminal in which employed. St. Louis Terminal Division both on the east and west sides of the river constitute one (1) terminal in the application of this rule subject to the provisions of paragraphs 1, 2 and 3 of Memorandum of Agreement dated March 4, 1969 (See Attachment “A” hereto).

(b) Seniority begins at the time the employees pay starts on the position covered by Rule I except as provided in section (c) and (d) of this rule.

(c) The General Yardmaster or other authorized representative of the Carrier shall approve all applicants for positions coming within the scope of this agreement and only such applicants as are thus approved shall establish seniority. This rule is intended to exclude employees who are used as Yardmasters in emergency or because of some unusual circumstances without prior approval of the General Yardmaster when, except for the emergency or unusual circumstances, an approved applicant would have been used.

(d) Where two (2) or more applicants are approved on 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. Under this rule, where two (2) or more employees have been approved by the General Yardmaster or other authorized representative of the Carrier on the same date, and a junior employee performs service in advance of senior employee account senior employee not being available, the seniority date thus established by the junior employee shall automatically establish a seniority date for all senior employees whose applications have been approved, and their relative rank on the seniority roster shall be in the order of their continuous service with the Company.

(e) Employees whose applications have been approved per section (c) must serve a test period of forty-five (45) shifts as Yardmaster to demonstrate their fitness and ability. Prior to the completion of forty-five (45) shifts the employees may be disqualified as Yardmaster by written notice to that effect from the General Yardmaster or other authorized representative of the Carrier, in which event all established seniority rights as Yardmaster shall be terminated. After completing forty-five (45) shifts as Yardmaster without prior written notice of disqualification, the employees shall be considered as qualified.

(f) Upon establishing a seniority date, each Yardmaster must thereafter protect any and all extra work for which he may stand or forfeit his seniority subject to the exceptions contained in Rule 4.

(g) A seniority roster showing name, position and seniority date of Yardmasters entitled to seniority date in accordance with this agreement will be maintained for each seniority district and made available to the employees covered by this agreement. Seniority rosters will be brought up to date as of January 1 of each year and a copy of each furnished to the local chairman.

(h) Seniority rosters will, prior to posting, be approved by the local chairman and the superintendent. Seniority dates of Yardmasters as shown on seniority rosters so approved will not be subject to further protest except that rosters will be shown for correction of errors for a period of sixty (60) days from date of posting. Upon presentation of proof of error, correction will be made by agreement between the local chairman and superintendent, and seniority dates established by such agreement will not be subject to further protest.

(i) Yardmasters promoted to official positions with the Union Pacific Railroad Company or any of its subsidiary companies, or elected or appointed to official positions with the Union Pacific Union Yardmasters Council, will during the continuance of their incumbency on such positions retain and accumulate seniority.

(j) In filling vacancies on Yardmaster positions, first choice will be made by calling an available Extra or Unassigned Yardmaster who will otherwise not have five (5) days of work in that work week; in all other instances the senior qualified Yardmaster on his rest day will be called. If the vacancy is not filled in this manner, then the senior available qualified Yardmaster on the roster will be called for such overtime work. An Extra-Unassigned Yardmaster who cannot be reached for a call for service on any shift shall be considered as unavailable for other Extra or Unassigned Yardmaster work for a period of twenty-four (24) hours calculated from the beginning of the shift on which he could not be reached for a call. This shall not, however, prevent the use of such Extra-Unassigned Yardmaster in the event no other Extra-Unassigned Yardmaster or Yardmasters are
available for service during such twenty-four (24) hour period. This twenty-four (24) hour penalty is not intended to apply to those men who are not available for service account working in another capacity when their services are needed as a yardmaster, or when they are not available for service under the Hours of Service Law. Extra men will not be considered available for service unless they are fully rested under the Hours of Service Law, but may be used in the aggregate at the discretion of the General Yardmaster or other officer in charge of the yard when services are needed and no extra Yardmaster is available.

(k) A Yardmaster may exercise seniority over a regularly assigned junior Yardmaster when qualified to work the position when:

(1) Starting time of his regular assignment has been changed one (1) hour or more as provided for in Rule 2, paragraph (b).

(2) When his regular assignment has been abolished.

(3) When returning to Yardmaster service after having been filling an official position with the Union Pacific Railroad Company or the Union Pacific Union Yardmasters Council as defined in paragraph (i).

(4) On return to service from vacation, sickness or leave of absence only on those positions advertised during such absence.

(5) When he makes application between the 21st and 31st of December of any year to be effective the following January 1st.

(l) A Yardmaster changing position by exercise of seniority will be permitted to work one (1) day from the extra board if a vacancy exists on that date if this is necessary to avoid additional loss of time in making the move, but he will not be permitted to work more than five (5) consecutive days as Yardmaster.

(m) The Carrier shall not be required to pay punitive time or penalties in the exercise of seniority as provided herein.

**RULE 5 - DISCIPLINE**

(a) Yardmasters will not be disciplines or dismissed without a fair hearing by a designated officer of the Carrier. Suspension pending hearing, which shall be prompt, will not constitute a violation of this rule, but Yardmasters will not be held out of service for minor offenses pending investigation. When Yardmasters are held from service pending investigation, such investigation shall be started within ten (10) days from date held from service unless otherwise mutually agreed.

(b) Dismissal from service without formal hearing is permissible in the event the Yardmaster refuses or fails to appear at hearing and makes no effort to secure postponement.

(c) Carrier shall be under no obligation to give a Yardmaster a formal hearing where the Yardmasters relationship is terminated by the operation of any of the provisions of the agreement. Neither will he be given a formal hearing under this agreement if he is dismissed from service for an occurrence while working on a position not covered by this
agreement.

(d) At a reasonable time prior to the investigation the Yardmaster shall be advised of the specific matter to be investigated and the time, date and place set for the investigation. The Yardmaster shall have a reasonable opportunity by this notice to secure the presence of necessary witnesses and a representative if he so desires. If the Yardmaster desires a representative at the hearing, a duly accredited representative of the Union Pacific Union Yardmasters Council shall represent him. If the Yardmaster does not desire a representative of the Union Pacific Union Yardmasters Council to represent him, the Yardmaster may act as his own representative and will be permitted to examine the witnesses but this will not preclude a representative of the Union Pacific Union Yardmasters Council from being present at the investigation. Investigations may be postponed by mutual consent. The party desiring the postponement shall make timely request on the other party.

(e) In cases where discipline is applied, the Yardmaster will be advised thereof in writing within ten (10) days from the date the investigation is completed. In cases where discipline is applied, transcript of the investigation record will be furnished to the employee and his representative upon request.

(f) If it is found that the charges against the Yardmaster are not sustained, the record of the Yardmaster shall be cleared of the discipline. If suspended or dismissed, the employee shall be reinstated to his former position unless otherwise mutually agreed and shall be compensated for the wage loss if any is suffered by him.

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

(g) The right of appeal either by the Yardmaster himself or by the duly accredited officer of the Union Pacific Union Yardmasters Council in his behalf is recognized, but such appeal or appeals in regular order of succession must be handled in accordance with the provisions of Rule 6 “Time Limit on Claims and Grievances”.

(h) Nothing herein shall abridge the right of the Carrier to reinstate with original seniority status a Yardmaster who may have been dismissed for reason other than prescribed in the Union Shop Agreement dated January 12, 1953. No employee will be reinstated under the paragraph (h) who has been out of service for more than one (1) year without the concurrence of the General Chairman.

RULE 6 - TIME LIMIT ON CLAIMS AND 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 sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance is disallowed, the Carrier shall, within sixty (60) calendar days from the date it is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be
considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) calendar from receipt 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 sixty (60) calendar day period for either a decision or appeal, up to and including the chief officer of the Carrier designated for that purpose.

(c) The procedure outlined in paragraphs (a) and (b) pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest operating officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred, unless within six (6) months from the date of said officers decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor act. It is understood, however, that the parties may by agreement in any particular case extend the six (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 (1) claim or grievance based thereon as long as such alleged violation is found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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

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

RULE 7 - ADVERTISING POSITIONS

(a) When permanent vacancies occur or new positions are established, they shall be advertised in places accessible to all Yardmasters holding seniority in the yard or terminal where the vacancy exists for a period of forty-eight (48) hours. The senior qualified regularly assigned Yardmaster applying for the position within the forty-eight (48) hours of posting will be assigned. If there is no bid received from a qualified regularly assigned Yardmaster, the senior qualified Unassigned Yardmaster will be assigned, and his failure to accept the position will result in forfeiture of his seniority as Yardmaster. The title, rate of pay, starting time, and regular relief day will be shown on the advertisement. If it is a relief position, the title, rate of pay, and starting time will be
shown for each position on which relief will be afforded and the relief day of the relief position advertised will also be shown. The Yardmaster assigned will be advised within twenty-four (24) hours after closing of the bids.

(b) Temporary vacancies of five (5) days or more will be filled temporarily by the senior qualified Yardmaster applying for same who will take all of the conditions of the position without expense to the Carrier and when relieved by the regular man returning or assigned in the event the position is advertised as a permanent vacancy the Yardmaster exercising his seniority to the temporary vacancy will return to his last former position unless he has been displaced by a senior man through exercise of seniority.

RULE 8 - FORCE REDUCTION

(a) In the event a Carrier decides to abolish a Yardmaster position covered by the rules of a collective agreement between the Union Pacific Union Yardmasters Council and a Carrier party hereto, such Carrier shall notify the General Chairman thereof by telephone (confirmed in writing) or telegram not less than ten (10) 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 part in connection with abolishing Yardmaster positions.

(b) Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of a Carriers operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

(c) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces reduced are hereby modified so as not to require advance notice where a suspension of a Carriers operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

RULE 9 - LAYING OFF AND LEAVE OF ABSENCE

(a) When Yardmasters are permitted to lay off, they must not be absent in excess of thirty (30) days except in case of sickness or injury without having formal leave in writing granted in accordance with the provisions of this agreement.

(b) Leave of absence in excess of ninety (90) days in any twelve (12) month period shall not
be granted except by agreement between the Superintendent and the General Chairmen.

(c) When formal leave is granted while a Yardmaster is laying off, the beginning date of the formal leave must date back to the date the Yardmaster laid off.

(d) No Yardmaster will be granted a leave of absence or be permitted to lay off for the purpose of engaging in outside employment or business without first securing formal leave from the Superintendent, but such leave will not be granted until the Superintendent is furnished with a letter over the signature of the General Chairman that the Union Pacific Union Yardmasters Council approve the leave.

(e) Yardmasters who are granted formal leave of absence and who do not report at the termination of their leave will lose their seniority except in case such Yardmaster is able to furnish satisfactory evidence that he was unavoidably delayed.

RULE 10 - ATTENDING COURT

Yardmasters attending court or coroners inquest upon the request of the Carrier will be furnished transportation and paid for time lost and in addition actual living expenses when away from headquarters.

RULE 11 - REPRESENTATION

Where the term “duly accredited representative” appears in this agreement, it shall be understood to mean the regularly constituted committee and/or the officers of the Union Pacific Union Yardmasters Council.

The Union Pacific Union Yardmasters Council will represent Yardmasters covered by this agreement in the negotiating, interpreting and applying of agreements governing the rate of pay, hours of service and working conditions of such employees, so long as they represent them under the provisions of the amended Railway Labor Act.

RULE 12 - VACATIONS

Revised: 1982 Mediation Agreement (See Case A-10809)

ARTICLE III - VACATIONS

Effective January 1, 1982, Section 1 of the Vacation Agreement contained in Article II of the Agreement of January 29, 1965 is further amended by substituting the following sections for the corresponding sections contained in Article III of the Agreement of October 31, 1978:

On carriers where Agreement “A”, dated November 2, 1950, as amended, or its equivalent is in effect:
Section 1 (a) (2)

An annual vacation of three (3) 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 eight (8) or more years of continuous service with the employing Carrier.

Section 1 (a) (3)

An annual vacation of four (4) 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 seventeen (17) 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) (2)

An annual vacation of three (3) 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 eight (8) or more years of continuous service with the employing Carrier.

Section 1 (b) (3)

An annual vacation of four (4) 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 seventeen (17) or more years of continuous service with the employing Carrier.

**RULE 12 - Personal Leave Days**

A maximum of two (2) days of personal leave will be provided on the following basis:

Section 1

(a) Employees who have met the qualifying requirements under vacation rules in effect on January 1, 1982 for three (3) weeks of vacation shall be entitled to one (1) day of personal leave in 1982 and subsequent calendar years.

(b) Employees who have met the qualifying requirements under vacation rules in effect on January 1, 1982 for four (4) weeks or more of vacation shall be entitled to two (2) days of personal leave in 1982 and subsequent calendar years.

Section 2
(a) Personal leave days provided in Section 1 may be taken upon forty-eight (48) hours advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carriers service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employees' utilization of any personal leave days before the end of that year.

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

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under these provisions.

Section 3

This Article shall become effective thirty (30) days after the date of this Agreement except on such Carriers where the Organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized Carrier representative on or before such effective date. Where such election is not exercised, any existing local rules or practices pertaining to personal leave days are eliminated.

The following is excerpted from Letter of Understanding No. 9 which is attached to the 1987 National Agreement:

"During the negotiations of the Agreement of this date we discussed situations where personal leave days are taken either immediately preceding or following a holiday occurring during a vacation period or on a rest day.

This confirms our understanding that the work day immediately preceding or following a personal leave day in cases where the holiday occurs during a rest day or during the vacation period are considered as the qualifying days for holiday purposes."

ARTICLE IV - HOLIDAYS

Effective January 1, 1983, the national holiday rule, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Years Eve (the day before New Years Day is observed) for Veterans Day.

(b) The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Years Eve - New Years Day holidays.

Vacations with pay will be granted to Yardmasters pursuant to the terms and provisions of the following National Vacation Agreements: August 12, 1954, September 27, 1961, January 9, 1965, November 29, 1967 and April 23, 1971:
(a) An annual vacation of three (3) 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 ten (110) days during the preceding Calendar year.

Revised

(b) An annual vacation of three (3) 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 eight (8) or more years of continuous service with the employing Carrier.

(c) An annual vacation of four (4) 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 seventeen (17) or more years of continuous service with the employing Carrier.

(d) An annual vacation of five (5) 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 (25) or more years of continuous service with the employing Carrier.

(e) 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 ten (10) such days for a Yardmaster with less than three (3) years of continuous service with the employing Carrier, a maximum of twenty (20) such days for a Yardmaster with three (3) but less than fifteen (15) years of continuous service with the employing Carrier and thirty (30) such days for a Yardmaster with fifteen (15) 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 Paragraph (e). 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 employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.

(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 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 Paragraphs (a), (b), (c) or (d) above.

(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 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 Paragraphs (a), (b), (c) or (d) above.

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

(i) 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.

(j) 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.

(k) If a vacation is not afforded, payment in lieu thereof will be made no 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.

(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.

(l) 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 Paragraph (j).
(m) Vacations, or allowances therefore, under two (2) or more schedules held by different organizations on the same Carrier shall not be applied to create a vacation, or allowance therefore, of more than the maximum number of days provided for in either of such schedules.

(n) The vacation provided for in this Agreement shall be considered to have been earned when the Yardmaster has qualified under Paragraph (a), (b), (c) or (d) 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/she 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 therefore under Rule 12. 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.

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

RULE 13 - HOLIDAYS

Revised

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

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presidents Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>Christmas Eve (the day before Christmas)</td>
</tr>
<tr>
<td></td>
<td>New Years Eve (the day before New Years Day)</td>
</tr>
</tbody>
</table>

*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-numerated holidays.

(b) If an employee's birthday falls on one (1) of the seven (7) 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.

(c) Under no circumstances will a Yardmaster be allowed more than one time and one-half payment for service performed by him on any day, whether it is a workday, a rest day, or
a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules, which provide for payment at the rate of time and one-half for service over eight (8) hours.

(d) 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.

(e) When any of the holidays enumerated in Paragraph (a), hereof falls on a rest day of a regularly assigned Yardmaster, he shall receive, in addition to his regular pay, one (1) days pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regularly assigned relief Yardmaster who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one (1) days pay at the straight time rate for the rest day holiday herein provided, if a regular Yardmaster works as a Yardmaster on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to Paragraph (c) hereof.

(f) When any of the holidays enumerated in Paragraph (a) hereof falls during a regularly assigned Yardmasters vacation period, he shall receive, in addition to his regular pay, one (1) days pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regularly assigned relief Yardmaster who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.

(g) The rest day holiday and vacation holiday pay provided herein 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.

**RULE 14 - JURY DUTY**

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

1. A Yardmaster must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
(2) A Yardmaster must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (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 Yardmasters regular position shall be blanked, notwithstanding the provisions of any other rules.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the Organization in lieu of this rule by the General Chairman or General Chairman giving written notice to the Carrier or Carriers involved at any time within ninety (90) days after the date of this Agreement.

RULE 15 - RATES OF PAY AND CALCULATION OF RATES

Revised (October 1, 1999 Agreement)

Adjustment of UTU(Y) Rates

Effective January 1, 2000, the $8.00 daily productive allowance applicable to Yardmasters covered by the United Transportation Union - Yardmaster Department [UTU(Y)] Agreements will be rolled into the basic daily rate for Yardmasters covered by the UTU(Y) Agreements. As a result of this change, the rates of pay for employees covered under the UTU(Y) Agreements will be:

- General Yardmaster: $203.61
- Assistant General Yardmaster: $202.04
- Extra Board Yardmaster: $202.04

Preserved Rates

Effective January 1, 2000, all employees currently covered under the UTU(Y) Agreements with the Carrier, including those employees holding full time Union positions; employees not assigned to regular positions but awarded seniority dates pursuant to this Agreement; and, all non-agreement employees working as Yardmasters (including Supervisors of Yard Operations [SYO] and Yardmasters in Charge [YIC] who elect to return to Agreement coverage when offered the one-time option pursuant to this Agreement) shall be paid the following rates:

- General Yardmaster: $226.02
- Assistant General Yardmaster: $221.17
- Extra Board Yardmaster: $208.11

Overtime and other premiums earned by employees covered by this Article shall be based on the above listed preserved rates. Employees hired or promoted to UTU(Y) Yardmaster positions after the date of this Agreement; SYO's and YIC's returning to fully covered UTU(Y) positions after January 1, 2000, and, all promoted management employees holding Yardmaster seniority dates who return to
positions covered by the UTU(Y) Agreement with the Carrier after January 1, 2000, will not be eligible for these preserved rates.

(a) The rates of pay are for assignments of eight (8) hours constituting a day's work and shall not be construed as an obligation to maintain any position or as restricting the Carriers right to establish or discontinue positions.

(b) Yardmasters, if temporarily assigned to higher rated positions shall receive the higher rate while occupying such positions, and if temporarily assigned to lower rated positions they shall receive the rate of their regular assignment.

 Monthly rates are for five (5) days of work per week.

(c) Daily rates are determined by multiplying the monthly rate by twelve (12) and dividing by two hundred sixty-one (261), as provided for in the National Agreement of November 29, 1967.

(d) The straight time hourly rate shall be determined by dividing the monthly rate by one hundred seventy-four (174) as provided for in the National Agreement of November 29, 1967.

RULE 16 - NATIONAL AGREEMENTS

The parties recognize the applicability of the following “National Agreements” and authoritative amendments and interpretations thereto:

1. Agreement dated August 12, 1954, wage increases, vacations, time limits governing claims and grievances.

2. Agreement dated January 25, 1956, wage increases, etc.

3. Agreement dated May 3, 1957, wage increases, moratorium, etc.

4. Agreement dated September 27, 1961, wage increases, holidays, vacations, etc.

5. Agreement dated April 3, 1963, wage increases, health and welfare, etc.

6. Agreement dated January 29, 1965, wage increases, holidays, vacations, health and welfare, etc.

7. Agreement dated November 29, 1967 wage increases, vacations, holidays, etc.

8. Agreement dated September 20, 1968, wage increases, holidays, classification and evaluation fund, health and welfare, payments for on-duty injuries, etc.

9. Agreement dated April 23, 1971, wage increases, holidays, vacations, jury duty, force reductions, deduction of other earnings in discipline cases, etc.

10. Agreement dated February 2, 1973, job abolition's etc.
11. Agreement dated April 27, 1973, wage increases, cost free union dues deductions, etc.


13. Agreement dated September 16, 1975, wage increases, cost of living, holidays, employee information, health and welfare, National Dental Plan, etc.


15. 1979 Agreement (Supplemental Life Insurance)

16. 1982 Mediation Agreement (Case No. A-10809)

SUPPLEMENTAL LIFE INSURANCE AGREEMENT

to the

between

RAILROADS REPRESENTED BY THE
NATIONAL CARRIERS’ CONFERENCE COMMITTEE

and

EMPLOYEES OF SUCH RAILROADS

represented by the
RAILROAD YARDMASTERS OF AMERICA
DATED NOVEMBER 29, 1979

RAILROAD YARDMASTERS OF AMERICA
SUPPLEMENTAL LIFE INSURANCE AGREEMENT

THIS AGREEMENT made this 29th date of November, 1979 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, witnessesth:

IT IS AGREED:

1. Establishment of Supplemental Life Insurance Plan

   The railroad parties hereto will cooperate in the establishment of a Supplemental Life Insurance Plan (hereinafter referred to as this Plan) by the Railroad Yardmasters of America to be effective November 1, 1979, 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 (hereinafter referred to as the Insurance Contract) issued to the Railroad Yardmaster of America as policyholder. The Insurance Contract will conform to the provisions of this Agreement.

3. Coverage

   Coverage of the Insurance Contract will be confined to regularly assigned Yardmasters. As used herein, “Yardmasters” are employees covered by schedule agreements held by the Railroad Yardmasters of America on participating railroads. For purposes of this Agreement, 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 in addition to Yardmasters holding regular assignments.

4. Benefits

   The specific benefits will be determined by the provisions of the Insurance Contract referred to in Paragraph 2.

5. Insurance Contract

   The National Carriers’ Conference Committee may review the Insurance Contract prior its issuance, 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 payments will be deferred pending other arrangements which the
Railroad Yardmasters of America may work out which will comply with the provisions of the Agreement. Such Insurance Contract will not be amended except as the National Carriers’ Conference Committee upon review consent to the amendment.

6. **Reductions in Yardmasters Pay and Payment of Insurance Premiums**

(a) Without affecting overtime rates or other rates payable for service not covered by monthly or daily rates, a reduction of $5.00 will be made each month during the effectiveness of the Insurance Contract, commencing with the month of January 1980, in the pay of each “regularly assigned Yardmaster” as that term is used in Paragraph 3 above who rendered service or received pay as Yardmaster on any day of his employing railroads first payroll period starting in such month, provided in each case such “regularly assigned Yardmasters” pay in such payroll exceeded by at least $5.00 all legally required payments (including payroll deductions for union dues or other authorized payroll deductions). The employing railroad will forward that amount to the insurer as provided in Paragraph 6 (c). In case of change in the insurance premium rate, 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 to assigned Yardmasters of pay reductions and the remittances provided for in Paragraph 6 (a) and 6 (e) will not precluded such reductions and remittances with respect to Yardmasters who are receiving benefits under merger protection agreements, statutes or orders of regulatory authorities.

(c) In the event that the provisions of this Paragraph 6, 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 the proceedings. 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 remittances to the insurer 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 Life Insurance Plan.

(e) The first payment to the insurer will be made as provided in paragraph 6 (a) in relation to covered Yardmasters who will have been regularly assigned Yardmasters in January 1980, and will be payable by the end of February 1980. A 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 on any day in the first payroll period starting in the respective preceding month, each payment will be payable by the end of the calendar month involved. A grace period of thirty-one (31) days is to be provided for every payment after the first. Each payment remittance will be accompanied by a list of Yardmasters whose pay has been reduced in the month involved under
Paragraph 6 (a) and a copy of each such list will be furnished to the President of the Railroad Yardmasters of America and to the General Chairman of its Yardmasters.

(f) Although the pay of Yardmasters will be adjusted as provided in Paragraph 6 (a), as an aid in administration of the Plan, prior to December 1, 1979, the President of the Railroad Yardmasters of America will furnish each railroad party to this Agreement a list of those who according to its records held regular assignments as Yardmaster as of a date indicated on the list.

(g) A regularly assigned Yardmaster who does not render service as Yardmaster on any day in the first payroll period starting in a month but is a regularly assigned Yardmaster on some other day in such calendar month, or who is a regularly assigned Yardmaster in such first payroll period but whose earnings were not sufficient to require a pay reduction under Paragraph 6 (a), may remit his premium direct to the insurer, as may be provided by the Insurance Contract accompanied by the employing officers 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. No railroad shall have any liability with respect to any such Yardmaster who does not so remit his premium.

7. Court Approval

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

Signed at Washington, D.C. this 29th Day of November 1979.

FOR THE PARTICIPATING CARRIERS FOR THE EMPLOYEES REPRESENTED LISTED IN EXHIBIT A: BY THE RAILROAD YARDMasters OF AMERICA:

/s/ J. W. Oram ___________________________ /s/ A. T. Otto, Jr. ___________________________
Chairman Chairman and President
MEDIATION AGREEMENT

Case No. A-10809

THIS AGREEMENT, made this 16th day of June 1982, 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 HEREBY AGREED:

1. Effective July 1, 1982, Section 4 - Benefits of the October 31, 1978 Supplemental Sickness Benefit Agreement shall be amended to read as follows:

   4 - Benefits

   (a) Subject to the provisions of Subparagraph 4(b), for periods of disability commencing on or after July 1, 1982, the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be $1,123.00 and the monthly benefit under this plan for employees who have exhausted their sickness benefit under the Railroad Unemployment Insurance Act will be $1,667.00. For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar day’s basis at 1/30 of the monthly benefit rate.

   (b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates there under for days of sickness and the sum of 21.75 times the average daily benefit for Yardmasters under the Act as so amended plus the amount of the $1,123.00 monthly benefit should exceed $1,747.00, the amount of the monthly benefit shall be reduced to the extent that the sum of the amount of the reduced monthly benefit plus 21.75 times the average daily benefit for Yardmasters under the amended Act will not exceed $1,747.00. "The average daily benefit for Yardmasters under the Act as so amended" for purposes of this Paragraph 4(b) is the benefit which would be payable to a Yardmaster who had worked full time in his base year and whose monthly rate of pay at the July 1, 1982 wage level was $2,495.00.

2. Court Approval

This Agreement is subject to approval of the courts with respect to participating railroads in the hands of receivers or trustees.

3. Effect of this Agreement

This Agreement is in full disposition of the notices, dated on or about June 1, 1981,
served on the railroads listed in Exhibit A by the General Chairman, or other recognized representatives, of desire to revise and amend existing agreements relating to sickness benefits.

4. *Duration*

The supplemental Sickness Benefit Plan as hereby amended will continue in effect without change through December 31, 1984, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave or sickness benefits may be served by any party to this Agreement prior to April 1, 1984 (not to become effective prior to January 1, 1985) and any pending notices covering such subject matters are hereby withdrawn. This paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the Railroad Yardmasters of America.

Signed at Washington, D.C. this 16th day of June 1982.

FOR THE PARTICIPATING CARRIERS FOR THE EMPLOYEES REPRESENTED LISTED IN EXHIBIT A: BY THE RAILROAD YARDMASTERS OF AMERICA:

Chairman Chairman and President
RATE PROGRESSION

Section 1 - Service First 60-Months

Employees entering service on and after the date of this agreement on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first sixty (60) calendar months of Service:

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

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

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

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

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

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

(g) Service with the Carrier in a craft represented by another organization shall also be included in determining periods of employment under this rule.

(h) An employee who has had a previous employment relationship as a Yardmaster with a Carrier and is subsequently hired by another carrier shall be covered by this Article. However, such employee will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed as a Yardmaster provided that such compensated service last occurred within one (1) year from the date of subsequent employment.

(i) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.
AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY
And its Employees Represented By

UNION PACIFIC UNION YARDMASTERS COUNCIL

*********

THIS AGREEMENT, made this 1st day of October, 1999, by and between the Union Pacific Railroad Company (hereinafter referred to as UP or Carrier) and its employees represented by the Union Pacific Union Yardmasters Council (hereinafter referred to as UPUYC or the Organization), witnesses:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - First General Wage Increase

On January 1, 1998, all rates of pay in effect on the preceding day for employees covered by the Western Railway Supervisors Association (WRSA) Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase in pay irrespective of the method of payment.

Rates of pay resulting from application of this general wage increase which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions Agreements in effect between the Carrier and the Organization. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitrations representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 2 - Second General Wage Increase

Effective July 1, 1998, all rates of pay in effect on the preceding day for employees covered by the WRSA Agreement shall be increased in the amount of one-and-three-fourths (1-3/4) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof, except that for the 12-month period beginning July 1, 1998, such rates shall be reduced by 7.19 cents per hour which is equivalent to the offset in the TCU 1996 National Agreement.

Section 3 - Third General Wage Increase

Effective July 1, 1999, all rates of pay in effect on the preceding day for employees covered by the WRSA Agreement shall be increased in the amount of three-and-one-half (3-1/2) percent applied so as to give effect to this increase in pay irrespective of the method of payment. This increase is to be applied following termination of the twelve
(12) month period of adjustments described in Section 2 of this Article. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Following these adjustments, the rates for positions under the WRSA Agreement will be as follows:

Section 4 - Signing Bonus

(a) Subject to Paragraphs © and (d) of this Section 4, each employee covered by the WRSA Agreement with 2,000 or more straight time hours paid for as a Yardmaster (not including such hours reported to the ICC as constructive allowance except vacations, holidays, paid sick leave and guarantees in protective Agreements or arrangements) during the period January 1, 1998 through December 31, 1998 will be paid, upon ratification of this Agreement, a Signing Bonus of four hundred dollars ($400.00).

(b) The Signing Bonus provided for in this Article shall be paid to each employee covered by the WRSA Agreement and subject to this Agreement who has an employment relationship as of the date such payment is applicable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the Signing Bonus by virtue of employment under another agreement nor will such payment be used to offset, construct or increase guarantees in protective agreements or arrangements.

(c) For employees covered by the WRSA Agreement who have fewer straight time hours (as defined) paid for in the period described in Section 4(a) than the minimum number set forth therein, the dollar amount of the Signing Bonus specified in Section 4(a) shall be adjusted by multiplying such amount by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours.

(d) In the case of any employee covered by the WRSA Agreement subject to wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 4(a) shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

Section 5 - Adjustment of UTU(Y) Rates

Effective January 1, 2000, the $8.00 daily productive allowance applicable to Yardmasters covered by the United Transportation Union - Yardmaster Department [UTU(Y)] Agreements will be rolled into the basic daily rate for Yardmasters covered by the UTU(Y) Agreements. As a result of this change, the rates of pay for employees covered under the UTU(Y) Agreements will be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Yardmaster</td>
<td>203.61</td>
</tr>
<tr>
<td>Assistant General Yardmaster</td>
<td>$202.04</td>
</tr>
<tr>
<td>Extra Board Yardmaster</td>
<td>$202.04</td>
</tr>
</tbody>
</table>
ARTICLE II - PRESERVED RATES

Effective January 1, 2000, all employees currently covered under the UTU(Y) Agreements with the Carrier, including those employees holding full time Union positions; employees not assigned to regular positions but awarded seniority dates pursuant to this Agreement; and, all non-agreement employees working as Yardmasters (including Supervisors of Yard Operations [SYO] and Yardmasters in Charge [YIC]) who elect to return to Agreement coverage when offered the one-time option pursuant to this Agreement) shall be paid the following rates:

General Yardmaster $226.02
Assistant General Yardmaster $221.17
Extra Board Yardmaster $208.11

Overtime and other premiums earned by employees covered by this Article shall be based on the above-listed preserved rates. Employees hired or promoted to UTU(Y) Yardmaster positions after the date of this Agreement; SYOs and YICs returning to fully covered UTU(Y) positions after January 1, 2000; and, all promoted management employees holding Yardmaster seniority dates who return to positions covered by the UTU(Y) Agreement with the Carrier after January 1, 2000, will not be eligible for these preserved rates.

ARTICLE IV - COLLECTIVE BARGAINING AGREEMENT AND SENIORITY ZONES

Section 1 - WRSA Agreement

The existing WRSA Collective Bargaining Agreement will apply at all existing SP locations except for Kansas City. At locations covered by both the WRSA Collective Bargaining Agreement (SP) and the UTU(Y) Collective Bargaining Agreement (UP), the WRSA Collective Bargaining Agreement will apply except at Kansas City.

Section 2 - UTU(Y) Agreement

The UTU(Y)/Missouri Pacific Railroad Company Collective Bargaining Agreement will apply to all other locations on the Union Pacific including Kansas City.

Section 3 - Seniority Zones

The Yardmaster Seniority System will be comprised of the following four (4) seniority zones:

(a) The SP Seniority Zone comprised of four (4) seniority districts (SP West; SP East; SSW; and DRGW).

(b) The CNW Seniority Zone which will be comprised of ten (10) seniority districts (No. 2 - Central; No. 3 - Illinois; No. 3a - Madison; No. 4 - Iowa [which includes the UP Terminal at Council Bluffs]; No. 5 - Lakeshore; No. 6 - Western; No. 7 - Twin Cities; No. 8 - Wisconsin; and No. 9 - Chicago; and, No. 10 - Former C&EI).
(c) The MP Seniority Zone which includes all former MP locations including Kansas City but excluding Shreveport, Avondale and Dallas (Mesquite, Mockingbird and Miller Yards). Employees on the MP Zone have zone-wide seniority with prior rights in the terminal where employed.

(d) The UP Seniority Zone which comprises all other locations not covered by the above Seniority Zones. Employees will have zone-wide seniority with prior rights in the terminal where employed.

Section 4 - Seniority Dates

(a) The existing WRSA Seniority Rosters will remain in effect at all locations covered by the WRSA Collective Bargaining Agreement.

(b) The existing UTU(Y) Seniority Rosters will remain in effect at all locations covered by the UTU(Y) Collective Bargaining Agreement.

(c) On the effective date of this Agreement, all SYOs or YICs, and employees on the former MP/TP territories not assigned to regular positions but who have worked as "extra and unassigned" Yardmasters since June 1, 1999, will be awarded seniority dates at their respective terminals or on their respective zones as defined in Article IV, Section 3 of this Agreement as of the first day worked in the Yardmasters Craft.

(d) Yardmasters who accepted promotion to official positions under the former Union Pacific (UP), Western Pacific Railroad (WP), and Ogden Union Railway & Depot (OUR&D) Yardmasters Agreements prior to June 26, 1984 (UP), June 5, 1985 (WP), and March 1, 1985 (OUR&D) and were covered by the seniority retention provisions of their respective agreements, will retain their established Yardmaster seniority date subject to the Maintenance of Membership provisions provided in Section 5 of this Article.

Section 5 - Maintenance of Membership

Employees who elect not to convert on January 1, 2000, as well as all current employees in promoted status holding Yardmaster's seniority under any Agreement shall, as a condition of retaining and accruing seniority under this Agreement, be required to maintain membership in good standing in the Organization party hereto. In the event such employee fails to maintain membership in good standing, the General Chairman shall notify the Director of Labor Relations or his or her designated representative. If, within thirty (30) calendar days after receipt of such notification the employee has not retained membership in good standing with the Organization, the employee will forfeit all seniority under this Agreement. Employees entitled to retain and accumulate seniority under this Article shall be privileged to bid on bulletined positions in accordance with the respective Collective Bargaining Agreement. Employees released from a non-agreement position shall exercise seniority in the terminal and zone where seniority is held. The exercise of seniority must be made within ten (10) calendar days from date released. This Section 5 supersedes any existing Maintenance of Membership agreement rules or provisions currently in effect between the parties.
ARTICLE V - REVERSE ATTRITION ARRANGEMENTS

Section 1 - Elimination of Attrition Agreements

On the effective date of this Agreement, the following Agreements will be annulled:

<table>
<thead>
<tr>
<th>Description of Agreement</th>
<th>Date of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement between the Missouri Pacific Railroad Company and the Railroad Yardmasters of America providing for the transfer of Yardmaster functions being performed at Kansas City under the provisions of the RYA Collective Bargaining Agreement and for the transfer of employees performing said work throughout the consolidated Kansas City Terminal.</td>
<td>06/05/85</td>
</tr>
<tr>
<td>Agreement between the Missouri Pacific Railroad Company and the Railroad Yardmasters of America providing for the protection of employees holding seniority as Yardmaster.</td>
<td>01/21/86</td>
</tr>
<tr>
<td>Agreement between the Missouri Pacific Railroad Company and the United Transportation Union providing for the protection of employees on the former IGN and SAU&amp;G.</td>
<td>02/13/86</td>
</tr>
<tr>
<td>Agreement between the Missouri Pacific Railroad Company and the American Railway and Airline Supervisors Association providing for the protection of Yardmaster employees on the former C&amp;EI.</td>
<td>06/06/86</td>
</tr>
<tr>
<td>Agreement between the Union Pacific...</td>
<td>02/13/86</td>
</tr>
</tbody>
</table>
Railroad Company and the Yardmasters Steering Committee providing for the elimination all collective bargaining agreement provisions applicable to the various classifications of Yardmasters.

Description of Agreement

Agreement between the Union Pacific Railroad Company and the Western Pacific Yardmasters Association providing for the elimination of all collective bargaining agreement provisions applicable to the various classifications of Yardmasters.

Date of Agreement

06/05/85

Description of Agreement

Agreement between the Ogden Union Railway and Depot Company and the Odgen Yardmasters Steering Association providing for the elimination of all collective bargaining agreement provisions applicable to Yardmasters effective March 1, 1985.

Date of Agreement

02/11/85

Description of Agreement

Agreement between the Union Pacific Railroad Company and the United Transportation Union providing for the elimination of all collective bargaining agreement provisions applicable to the various classifications of Yardmasters at San Antonio, TX.

Date of Agreement

05/16/96

Description of Agreement

Agreement between the Chicago and North Western Railway Company/Union Pacific Railroad and the United Transportation Union Yardmasters Department providing for the protection of employees presently holding seniority as Yardmaster.

Date of Agreement

03/01/96
Yardmasters hired on or after the date of this Agreement shall be fully covered by the Agreement in effect at the terminal where employed.

Section 2 - Conversion Option

All SYOs and YICs will be given a one-time option on December 1, 1999, to relinquish their non-agreement status and convert to fully covered Yardmasters under the Collective Bargaining Agreement applicable to the terminal where employed effective January 1,2000. Employees electing not to convert to coverage under the Collective Bargaining Agreement will remain on their current positions as non-agreement employees. Non-agreement employees will be "grandfathered" in their current status and may be interchanged at their respective work locations without regard to any Collective Bargaining Agreement rules.

Non-agreement occupied Yardmaster positions which are not filled by grandfathered non-agreement employees will be bulletined for seniority choice and filled with Agreement covered employees.

Grandfathered non-agreement employees may be displaced by senior fully covered employees who have a displacement right under the applicable Collective Bargaining Agreement. However, positions occupied by grandfathered non-agreement employees will not be subject to "Sadie Hawkins" (semi-annual or annual) bids or displacements. Non-agreement employees who are displaced may exercise a displacement on any junior Yardmaster at the location in accordance with the applicable seniority rules and remain in non-agreement status. Except as provided herein, positions occupied by grandfathered non-agreement employees will not be subject to the rules of the Collective Bargaining Agreement.

Section 3 - Temporary Vacancies

Temporary vacancies on Agreement-covered positions, if required to be filled, will be offered to Agreement employees only. Temporary vacancies on positions held by grandfathered non-agreement employees, if the Carrier elects to fill such positions, will be offered first to Agreement-covered employees in accordance with applicable Agreement order of call, but only if such offer will not result in the Carrier being required to pay any Yardmaster at other than the straight time rate of pay. Moreover, it is agreed that no fully covered Yardmaster will be required to fill an assignment occupied by a non-agreement employee at the straight time rate. In the event the Carrier cannot fill the vacancy at the straight time rate of pay, the vacancy may be filled with a non-agreement employee.

ARTICLE VI - HEALTH AND WELFARE

On the effective date of this Agreement, or as soon thereafter as possible, all WRSA-covered employees covered by the Provident Policy identified as Group Policy No. R-415-B will be covered by the Supplemental Sickness Benefit Plan policy provided by TrustMark under Group Contract 9000. Effective on the date WRSA employees are covered under the TrustMark Group Contract 9000, Provident Policy identified as Group Policy No. R-415-B will be annulled.
ARTICLE VII - GENERAL PROVISIONS

Section 1 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, except as noted in Section 2 below, is in settlement of the dispute growing out of the Notices served upon the Carrier dated October 7, 1997 and the Notice dated November 11, 1997 served by the Carrier upon the Organization.

(b) This Agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to November 1, 1999 (not to become effective before January 1, 2000) any Notice or proposal for the purpose of changing provisions of this Agreement, or which proposes matters covered by the Organization’s proposals referred to in Paragraph (a) of this Section, and any proposals in pending Notices on such subject matters are hereby withdrawn.

(d) No party to this Agreement shall serve or progress, prior to November 1, 1999 (not to become effective before January 1, 2000) any Notice or proposal which might properly have been served when the last Moratorium ended.

(e) This Article will not bar Management and the Organization from agreeing upon any subject of mutual interest.

Section 2 - Future Negotiations

The parties hereby agree to continue negotiations on the Consolidated Work Rules Agreement and the "two-tier" wage system at the local level. Moreover, neither the Carrier nor the Organization will resort to relief provided under the Railway Labor Act as a result of failing to reach agreement on the above issues until December 31, 2002.

Signed at Chicago, Illinois, this 23rd day of September 1999.

FOR THE CARRIER: FOR THE UNION PACIFIC UNION

YARDMASTERS COUNCIL:

/s/ Dean D. Matter /s/ A. C. Strain, Jr.
Gen. Director Labor Relations/Non-Ops Chairman Union Pacific Union Yardmaster Council

/s/ Deborah K. Peitzmeier /s/ Mike D. Thompson
Director Labor Relations/Non-Ops General Chairman, UPUYC

/s/ David J. Just
General Chairman, UPUYC
Part C - Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000 based, subject to paragraph (d), on the CPI for March 2000 as compared with the CPI for September 1999. Such allowance, and further cost-of-living adjustments thereto which shall be come effective as described below, shall be based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d) (iii), according to the formula set forth in paragraph (e).

<table>
<thead>
<tr>
<th>Measurement Periods</th>
<th>Effective Date of Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Month</td>
<td>Measurement Month</td>
</tr>
<tr>
<td>September 1999</td>
<td>March 2000</td>
</tr>
</tbody>
</table>

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall
apply to straight time, overtime, vacations, holidays and to special allowances in the
same manner as basic wage adjustments have been applied in the past, except
that such allowance shall not apply to duplicate time payments, including
arbitraries and special allowances that are expressed in time, miles or fixed
amounts of money.

(c) The amount of the cost-of-living allowance, if any that shall be effective from one
adjustment date to the next may be equal to, or greater or less than, the cost-of-
living allowance in effect in the preceding adjustment period.

(d) (i) *Cap* - In calculations under paragraph (e), the maximum increase in the CPI
that shall be taken into account shall be as follows:

<table>
<thead>
<tr>
<th>Effective Date of Adjustment</th>
<th>Maximum CPI Increase That May Be Taken Into Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2000</td>
<td>3% of September 1999 CPI</td>
</tr>
<tr>
<td>January 1, 2001</td>
<td>6% of September 1999 CPI, Less the increase from September 1999 to March 2000</td>
</tr>
</tbody>
</table>

Effective Dates of Adjustment and maximum CPI Increases conforming to
the above schedule shall be applicable to periods subsequent to those
specified above during which this Article is in effect.

(ii) *Limitation* - In calculations under paragraph (e), only fifty percent (50%) of
the increase in the CPI in any measurement period shall be considered.

(iii) If the increase in the CPI from the base month of September 1999 to the
measurement month of March 2000 exceeds 3% of the September 1999
base index, the measurement period that shall be used for determining the
cost-of-living adjustment to be effective the following January shall be the
twelve (12) month period from such base month of September; the
increase in the index that shall be taken into account shall be limited to that
portion of the increase that is in excess of 3% of such September base
index; and the maximum increase in that portion of the index that may be
taken into account shall be 6% of such September base index less the 3%
mentioned in the preceding clause, to which shall be added any residual
tenths of points which had been dropped under paragraph (e) below in
calculation of the cost-of-living adjustment which shall have become
effective July 1, 2000 during such measurement period.

(iv) Any increase in the CPI from the base month of September 1999 to the
measurement month of September 2000 in excess of 6% of the September
1999 base index shall not be taken into account in the determination of
subsequent cost-of-living adjustments.
(v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.

(e) Formula - The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points", it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000 shall be adjusted (increased or decreased) effective January 1, 2001 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths of a point resulting from such division shall be dropped. The result of such division shall be added to the amount of the cost-of-living allowance in effect on December 31, 2000 if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted there from only if the index shall have been lower at the end than at the beginning of the measurement period and then only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index is such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, than that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowances payable to each employee effective July 1, 2000 shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to Section 1 of this Part, and (ii) the lesser of (x) the cents per hour produced by dividing one-quarter of the increase, if any, in the Carriers 1999 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1998, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, and (y) one-half of the cost-of-living allowance effective July 1, 2000.

(b) The increase in the cost-of-living allowance effective January 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

(c) The increase in the cost-of-living allowance effective July 1, 2001 pursuant to Section 1 of this Part shall be payable to each employee commencing on that
date.

(d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(e) The definition of the Carriers payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 10 of Article I shall apply with respect to any year covered by this Section.

(f) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will not become part of basic rates of pay. Such allowance will be applied as follows:

(a) For other than dining car stewards, each one cent per hour of cost-of-living allowance will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I of this Agreement. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 8 of Article I.

(b) For dining car stewards, each one-cent per hour of cost-of-living allowance will be treated as an increase of $1.80 in the monthly rates of pay produced by application of Sections 8 and 9 of Article I.

Section 4 - Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - DENTAL BENEFITS

Section 1 - Continuation of Plan

The benefits now provided under the Railroad Employees National Dental Plan (Dental Plan), modified as provided in Section 2 below, will be continued subject to the provisions of the Railway Labor Act, as amended.

Q and A’s

1. Q. How will the employees working Yardmasters positions be trained?

A. Training will be a cooperative effort between the local union representative and the local manager.

2. Q. Can terminals call themselves (vs. CMS)?
A. Yes, if an understanding to do so is reached between the local representative and local management at the terminal.

3. Q. Can a non-agreement SYO/YIC, that elects to convert to a union covered position, maintain a non-agreement benefit?

A. No.

4. Q. Where SYO's and union Yardmasters are employed, how will vacations be assigned?

A. In seniority order, consistent with the needs of the service.

5. Q. If an employee, who falls under the provisions of the UTU(Y) MP Agreement elects to return to a union covered position after January 1, 2000, what will be his rate of pay?

A. If assigned to a GYM position: $203.61; if AGYM or Extra Board position: $202.04; subject to future wage and COLA increases.

6. Q. Do all SYO's/YIC's convert to the GYM rate?

A. No (see Side Letter #4).

7. Q. Will MYO's have a right to a Yardmaster position?

A. No. However, any non-agreement employee, regardless of title, whose primary duties consist of Yardmaster work on the effective date of this Agreement, will be covered by this Agreement.

Q and A's

8. Q. If a non-agreement employee chooses to remain non-agreement, will he retain seniority?

A. Yes, if he maintains his membership by paying dues to retain his seniority.

9. Q. If a former YIC is presently performing service as an SYO, what service would be controlling in establishing seniority under this Agreement?

A. The date SYO service commenced, provided there has been no break in service as an SYO.
10. Q. For employees not covered by Question #9 above, that do not presently have a Yardmaster seniority date established, what criteria will be used to determine their seniority date?
   
   A. The first day that the employee was compensated for service as a Yardmaster or SYO provided there has been no break in that service as a Yardmaster or SYO.

11. Q. In reference to the Question #9 and #10 above, where will this employee’s seniority be established?
   
   A. In the terminal where that employee is employed on the effective date of this Agreement.

12. Q. If I don’t send in my election form, what will my status be on January 1, 2000?
   
   A. You will be a “grandfathered non-agreement employee”.

13. Q. If I am an SYO that took promotion on January 1, 1990 and then was transferred to another location as an SYO, when does my seniority begin?
   
   A. The first day that you performed compensated service as an SYO.
AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

UNION PACIFIC UNION YARDMasters COUNCIL

GUARANTEED EXTRA BOARD

IT IS AGREED:

Section 1. A Guaranteed Extra Board for yardmasters covered under the December 1, 1975 MP/UP Collective Bargaining Agreement may be established to protect vacancies and extra work at the option of the Company, subject to conditions hereinafter set forth.

Section 2. The number of positions assigned to the Guaranteed Extra Board established under the provisions of Section 1 hereof shall be determined by the Carrier. The assignment of a yardmaster to the Guaranteed Extra Board for the purpose of protecting and filling normal vacancies shall be for a period of not less than two (2) weeks calculated from the date such assignment is effected, except that in case of sickness, or unscheduled vacation, the Carrier may augment the Guaranteed Extra Board to the extent of meeting such contingency without regard to such two (2) week limitation.

Section 3. Each position established on such Guaranteed Extra Board shall be considered as a regular assignment and shall be filled in accordance with the bulletin and assignment rules of the Schedule Agreement.

Section 4. The "work week" of yardmasters assigned to positions on the Guaranteed Extra Board will be a seven (7) day period beginning with Wednesday.

(a) Yardmasters assigned to the Guaranteed Extra Board will be used first-in, first-out on a rotary basis. The first-out extra yardmaster shall have choice of vacancies when more than one (1) vacancy exists having the same starting time. Should more than one yardmaster go off duty at the same hour, they will be marked on the Guaranteed Extra Board in the order in which they had previously been placed on duty.
NOTE: An extra yardmaster who misses a call will be placed on the Guaranteed Extra Board at the completion of the shift for which the call was missed in the same relative standing as he/she held at the time the call was missed.

(b) Yardmasters on the Guaranteed Extra Board who have worked five (5) straight time eight (8) hour shifts in their work week will retain their position on the Guaranteed Extra Board, but will not be considered available for service until the commencement of their next work week except as provided in paragraph (d) of this Section 4. A yardmaster assigned to a Guaranteed Extra Board required to perform more than five (5) straight time eight (8) hour shifts in a work week shall be paid one and one-half times the basic straight time rate for such extra shifts.

(c) The Guaranteed Extra Board will be considered exhausted when no employees thereon are available for work at the pro rata rate.

(d) In the event a yardmaster vacancy to be filled occurs at a time when the Guaranteed Extra Board is exhausted and it is necessary to fill the vacancy at the overtime rate of pay, it will be filled by the senior available regularly assigned yardmaster in accordance with Rule 4(j) of the Collective Bargaining Agreement whose use shall not be for more than one extra shift on any calendar day, if other regularly assigned yardmasters are available. In the event no regularly assigned yardmaster is available under this Section 4(d), the senior yardmaster from the Guaranteed Extra Board shall be used for the vacancy as provided in Section 4(b), above, except that such Guaranteed Extra Board yardmaster shall not be used for more than one extra shift on any calendar day if other Guaranteed Extra Board yardmasters are available.

(e) A yardmaster filling a temporary vacancy under Rule 7(b) of the December 1, 1975 Agreement will be returned to the bottom of the Guaranteed Extra Board after completion of the last shift worked on the temporary assignment, and shall thereupon assume the work week of the Guaranteed Extra Board.

Section 5:

(a) An employee assigned to a Guaranteed Extra Board established under this Agreement will be guaranteed five (5) straight time shifts per week, exclusive of holiday pay, provided that he is ready for service and does not lay off during the week. An employee added to the Board during the week will be allowed his/her pro rated portion of such guarantee. For each calendar day, or portion thereof, that the employee is not available for service, the guarantee will be reduced by one day's pay at the straight time rate. Holiday pay shall be in addition to the guarantee (and in addition to earnings from other services where such earnings exceed the guarantee) and shall not be used as an offset against such guarantee.
(b) Subject to paragraph (a) above, where the earnings from all sources under the basic day, overtime and other rules of the Schedule Agreement do not produce the weekly guarantee provided for above, the employee will be allowed an amount sufficient to make up such guarantee.

(c) The holiday pay provisions will apply to extra employees assigned to the Guaranteed Extra Board provided all eligibility requirements specified in the National Agreements relating to holiday pay for regularly assigned employees are met.

Section 6. Employees assigned to the Guaranteed Extra Board may be required to train with yardmasters of any classification as directed by the Carrier. Guaranteed Extra Board employees shall not be used for the purpose of avoiding the establishment of new regular yardmaster positions or for the purpose of abolishing existing regular yardmaster positions.

Dated at Omaha, Nebraska, this 20th day of October, 1999.

FOR THE UNION PACIFIC UNION YARDMASTERS COUNCIL:

A. C. Strain, Jr.
General Chairman, UPUYC

M. D. Thompson
General Chairman, UPUYC

D. Just
General Chairman, UPUYC

FOR UNION PACIFIC RAILROAD COMPANY:

D. D. Matter
General Director Labor Relations

(R)G:\labo\lopa\wp\cgm\slag142\yc.doc.doc - 3 -

10/20/99