Grand Trunk Western

And

United Transportation Union Yardmaster Department

December 12, 2002 Agreement
Agreement Between The
Grand Trunk Western Railroad, Incorporated
And Its Yardmaster Employees Represented By The
United Transportation Union – Yardmaster Department

This Agreement is made this 12th day of December, 2002, by and between the signatory parties.

ARTICLE I – WAGES

Section 1 – First General Wage Increase

Effective January 1, 2002, all hourly, daily and monthly rates of pay in effect for Yardmaster employees shall be increased by three (3) percent. This payment shall be made within forty-five (45) days of the Carrier’s receipt of advice of the ratification of this Agreement. (See Side Letter No. 5)

Section 2 – Second General Wage Increase

Effective January 1, 2003, all hourly, daily and monthly rates of pay in effect for Yardmaster employees shall be increased by three (3) percent.

Section 3 – Third General Wage Increase

Effective January 1, 2004, all hourly, daily and monthly rates of pay in effect for Yardmaster employees shall be increased by three (3) percent.

ARTICLE II – RULES

Section 1 – Seniority

Amend Article 5(f) as follows:

(f) Yardmasters who have been displaced or whose position has been abolished must exercise their seniority within seventy-two (72) hours from the time displaced or effective time of the abolishment or forfeit Yardmaster seniority. For Yardmasters off due to vacation, leave of absence, illness, etc. at the time of displacement, the seventy-two (72) hour period will commence with the notification of displacement or return to service.

Yardmasters who voluntarily relinquish their positions will be dropped from the Yardmaster Seniority Roster.

Section 2 – Assignments
Amend Article 4(e) as follows:

(e) On assignments where three (3) consecutive shifts are worked covering the twenty-four (24) period, the starting time of the first shift shall not be earlier than 0600 nor later that 0800. All other assignments may be started times in accordance with service requirements.

Section 3 - Exercise of Seniority

(a) In addition to other bidding and displacement rules, Yardmasters will be permitted to exercise seniority twice annually. Between March 1 and March 15 and October 1 and October 15 of each calendar year, Regularly Assigned Yardmasters will be permitted to exercise seniority to a Regularly Assigned Yardmaster position in their home terminal.

(b) A Pick Sheet will be posted in each terminal March 1 and October 1 each year. Yardmasters at each terminal will be required to select, in seniority order, a regular or GEB position within the Yardmaster’s home terminal prior to expiration of the Picking periods, March 15 and October 15, respectively.

(c) Yardmasters will assume their selected positions on the first Monday following the close of the Pick Sheet period.

Section 4 – Discipline

Amend Article 6(a), (b) and (c) as follows:

(a) No Yardmaster will be disciplined or dismissed until the written, specific charges have been investigated. The investigation will be held within fifteen (15) calendar days of the Carrier’s first knowledge of the incident on which the charge(s) is based. The decision will be rendered and the Yardmaster notified within fifteen (15) calendar days following the close of the investigation. The Yardmaster’s superior officers shall conduct the investigation.

(b) A Yardmaster required to attend an investigation under charge(s) and found not guilty will be paid for the all time lost. In the case of discipline or dismissal that is found to be unjust, the Yardmaster will be exonerated, reinstated if dismissed, and paid for all time held from service.

(c) A Yardmaster under charges or investigation shall have the right to be represented by a duly accredited representative at investigations. The Yardmaster or the representative shall have the right to produce and question witnesses, hear all the evidence and examine all papers in connection with the case. A copy of the transcript of the evidence taken at the investigation will be furnished the duly accredited representative within fifteen (15) calendar days following the close of the investigation. Decision in such cases shall be subject to appeal to the higher officers of the Carrier.
Section 5 – Force Reduction Rule

(a) In the event the Carrier decides to abolish a Yardmaster position, the General Chairman shall be notified thereof by telephone (confirmed in writing) not less than five (5) calendar days prior to the effective date of abolishment. If requested by the General Chairman, the representative of the Carrier and the General Chairman shall meet for the purpose of discussing such abolishment. The request for a meeting by the General Chairman will not delay the planned abolishment.

(b) This amends Mediation Agreement, Case No. A-9288, dated February 2, 1973, between the National Carriers’ Conference Committee and the Railroad Yardmasters of America.

Section 6 – Automatic Mark

Regular Yardmasters, including GEB Yardmasters who mark off for regular vacation, single day vacation or personal leave day(s) will be automatically marked up for service on the first assigned shift following their mark off period in these instances.

For purposes of this Rule, the following definitions will apply:

1. Regular vacation is a seven (7) day period consisting of five (5) work days and two (2) rest days. Automatic mark up time will be 0001 of the first day following the vacation period.

2. (a) Single day vacation or a personal leave day is defined as a twenty-four (24) hour period beginning with the call time of the shift for which the mark off was made.

   (b) A Regularly Assigned Relief Yardmaster will be off a minimum of (16) hours beginning with the call time when such assignment is bulletinized with short rest shift(s). In all other instances, the twenty-four (24) hour period described in paragraph (a) applies.

   (c) The twenty-four (24) hour period a GEB Yardmaster will be off is defined as 0001 to 0001 the following day. In the event a GEB Yardmaster works the 2300 shift, then the off time will be from 0700 to the calling time prior to 0700 the following day, without penalty to the GEB guarantee.

This Rule will not apply to a Yardmaster marking off due to illness or injury.

Section 7 – Entry Rates

1. Qualified Yardmasters will be compensated at 100% of the existing rate of pay consistent with the provisions of this Article.
2. (a) When additional Yardmasters are required, the Carrier will advertise the number of opportunities by bulletin. Applicants for Yardmaster training will be selected by the Carrier. The duration and nature of the training will be determined by the Carrier.

(b) Employees selected for Yardmaster training who hold seniority in another craft will be compensated for each day of training at the basic daily rate of the last position held prior to beginning the training period. Unless otherwise mutually agreed between the parties, training will be limited to forty (40) hours per week and will consist of classroom and/or on-the-job training.

Note: At no time will the training rate exceed ninety (90) percent of the Yardmaster basic daily rate of pay.

c) At the successful completion of the training, the Yardmaster will be compensated at the rate of 90% of the Yardmaster rate until completion of the one-year period. At the expiration of the one year of Yardmaster service, such employee will be paid the 10% differential in the Yardmaster rate for all service performed between the commencement of the ninety (90) shifts probationary period and the one-year period.

Note 1: The “one-year period”, as used in this Article, means a twelve (12) consecutive months period starting with the date such employee commences Yardmaster training.

Note 2: Chronology of events:
1. Awarded a training position
2. Begin training-paid at the basic daily rate of the prior craft.
3. Start ninety (90) shifts probationary period-paid at 90% of the Yardmaster rate.
4. Establish Yardmaster Seniority-continue 90% rate.
5. Complete the one-year period-receive 10% differential for earnings paid between steps 3 through 5.

(d) Yardmasters who do not complete the one-year period of Yardmaster service, will not be paid the 10% compensation differential. The one-year period may be extended by mutual agreement between the Superintendent and the General Chairman.

(e) This Article amends the UTU-Yardmaster, National Agreement dated June 15, 1987.

Section 8 – Guaranteed Extra Board

Amend existing GEB rule as follows:
It is hereby agreed that the Carrier may, at its discretion, establish a Yardmaster Guaranteed Extra Board(s) (GEB) within any zone subject to the provisions of this Agreement.

1. GEB positions will be advertised within five days notice for the locations involved. During the period of advertisement, the senior extra Yardmaster not working in Yardmaster service will be assigned.

2. Carrier shall regulate the GEB, additions or reductions will be made with at least twenty-four (24) hour notice to the employees affected. The General Chairman will be notified of any GEB adjustments.

3. (a) The work week of the GEB will begin on the first day of the pay period. Each GEB position will be assigned one (1) rest day per week designated by the Carrier. The rest day will be a twenty-four (24) hour period commencing with the off duty time of the last assignment worked and will remain the same each week unless changed by bulletin. Yardmasters who are assigned to the GEB will be paid a minimum of forty (40) straight time hours for such work week. A GEB Yardmaster will have the guarantee reduced by eight (8) hours straight time for each day or portion thereof in which no service is performed due to laying off for reasons other than for which no compensation is received.

    (b) Such Yardmaster must be available for call during the period two (2) hours prior to the earliest starting time and one (1) hour after for each shift in their zone. Yardmasters assigned to the GEB may make arrangements with the crew caller for a longer or shorter call, but are still responsible to protect a call for service. With the exception of holidays that are worked, all compensation paid will be deducted from the guarantee. In application of this subparagraph, the time and one half holiday compensation is not deducted from the guarantee.

    (c) GEB yardmaster voluntarily claiming a “temporary vacancy” will not receive any guarantee while on the “temporary vacancy” and compensation earned on the “temporary vacancy” will not be deducted for any guarantee payable prior to claiming the “temporary vacancy”.

    (d) Yardmasters holding a GEB position for a portion of a week will be guaranteed 1/6 of the forty (40) hours guarantee for each day available for service on the GEB.

    (e) Compensated sick days for a GEB yardmaster will not be considered as a "start" in the work week. GEB Yardmasters who have sick days left will be paid a sick day up to forty (40) hours per week, including earned compensation. Earned compensation is defined as pay earned attending rules classes, depositions, investigations and other service at the request of the Carrier.
(f) GEB yardmasters who work sixteen (16) consecutive hours (two shifts) will be allowed to book up to fourteen (14) hours of undisturbed rest prior to going back on duty, without affecting their guarantee for that week.

4  Yardmasters who are added to the GEB at other than the bulletining beginning of their work week shall be entitled to the guarantee as specified in paragraph 3, above, on a pro rated basis, provided they are available the entire time they are on the extra board.

5. Positions on the GEB will be considered regular assignments and exercising seniority to and from the board shall be made under existing schedule rules. Vacancies on regular yardmaster positions that are not filled by bid will be filled by forcing the junior non prior right yardmaster not working as such in the zone. If a non prior right yardmaster is not working as such in the zone, the junior GEB yardmaster in the zone will be assigned.

6. (a) Yardmasters assigned to the Guaranteed Extra Board will be used first-in, first-out on a rotating basis. The first-out extra yardmaster shall have choice of vacancies when more that one (1) vacancy exists having the same starting time.

(b) Should more than one extra 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. Extra board yardmasters that have been marked-off for any reason will be placed on the bottom of the board when they mark up.

Note 1: Any GEB Yardmaster who misses a call will be held off the GEB for a period of sixteen (16) hours from the beginning of the missed shift. For example, a GEB Yardmaster misses a call for a 1500 position. The Yardmaster will be available for service for a 0700 position the following day. The provisions of Section 8, paragraph 3(a) will apply.

Note 2: It will be the company’s option to call a GEB yardmaster at straight time rate of pay, or a regularly assigned yardmaster at the terminal where the vacancy exists, if the only available GEB yardmaster is working at another location within the zone.

Q. If a Regularly Assigned Yardmaster is called pursuant to Note 2, cited above, will he be compensated for all time worked at the time and one-half rate of pay?

A. Yes.

Note 3: When all calling procedures have been exhausted, GEB yardmasters on the missed call penalty board may be called.
7. A yardmaster assigned to a GEB will be paid at time and one-half rate for all time worked on a shift in excess of 8 hours on duty. In addition, a GEB yardmaster that is required to work more than five (5) straight time 8 hour shifts in their work week as described in paragraph (3), will be paid one and one-half times the basic straight time rate for such extra work. For GEB yardmasters, the overtime provisions contained in this paragraph 7 supersede the provisions contained in Article 3 of the Yardmasters' Agreement, as amended July 1, 1971.

8. In the event the GEB is exhausted and it becomes necessary to fill a Yardmaster vacancy at the time and one-half rate of pay, Regularly Assigned Yardmasters that are assigned to work at the terminal where the vacancy exists will be called in seniority order for the assignment.

Note: The Guaranteed Extra Board is considered “exhausted” under this paragraph 8 where there are no employees available to work at the straight time rate of pay.

9. Yardmasters who are called to work prior to their regular assignment will be required to protect their regular assignment. If there are no Regularly Assigned Yardmasters available to work the vacancy then the first out rested junior GEB yardmaster will protect the vacancy.

10. A regular relief assignment consisting of four (4) days may be established with the concurrence of the General Chairman. Positions so established may be assigned one day on the GEB to complete a forty- (40) hour workweek. The incumbent of this position will be placed, first out, ahead of all Yardmasters on the GEB for the twenty-four (24) hour period so assigned.

11. (a) GEB Zones will be established as described below:

Zone 1. Battle Creek – Lansing
Zone 2. Flint – Pontiac
Zone 3. Hamtramck
Zone 4. Toledo – Flat Rock

(b) Yardmasters on each GEB will protect the work in the zones they are assigned. However, the Carrier may add, delete, or realign locations or zones with the concurrence of the General Chairman.

(c) A home terminal for GEB Yardmasters will be the terminal closest to their point of residence. Travel from the home terminal to a distant point within the zone, on a tour of duty basis, will be compensated at the current mileage rate paid by the Carrier for miles driven using their own automobile computed from their home terminal, unless force assigned to protect an unfilled vacancy. Travel allowance is not deductible from the guarantee.
12. Side Letter 3, to the September 24, 1998 Agreement is amended as follows:

"Yardmasters may be allowed up to forty-five (45) days in which to qualify to work in a zone."

13. Yardmasters will be paid one (1) hour straight time pay for each tour of duty in which a trainee is assigned to train on their position.

14. Existing rules, agreements and practices, which are in conflict with this Agreement, are modified or amended.

Section 9 – Payroll Direct Deposit

It is agreed that each Yardmaster’s pay will be made through direct deposit to the financial institution of the employee’s choice. Direct Deposit will be handled in accordance with the Rules and Regulations set by the National Automatic Clearing House Association (NACHA). Direct deposit payroll check stubs will be handled in accordance with the current CNIC mailing policy. Each Yardmaster covered by this agreement shall provide the necessary information to implement the direct deposit of their payroll check within sixty (60) days following ratification. Employees entering the Yardmaster craft will be permitted sixty (60) days to furnish the appropriate direct deposit information.

Section 10 – Called and Not Used

(a) Yardmasters called and reporting for duty and not used for any reason shall be paid for all time held on duty at pro rata rate, but in all cases they will be paid no less than three (3) hours pro rata rate.

(b) GEB Yardmasters called and not used will be placed first out on the board. Compensation paid under this rule will not be applied against the guarantee.

Section 11 – Maintenance of Membership

A Yardmaster promoted, from the CNIC (former GTW agreement territory), to a non-scheduled position with CNIC (GTW) or its wholly owned subsidiaries prior to December 31, 2002 shall retain and accumulate seniority in the seniority district from which promoted or assigned. A Yardmaster promoted on or after January 1, 2003 shall be subject to the maintenance of membership requirements of the Union Shop Agreement in order to retain and accumulate Yardmaster seniority.

Section 12 – Sick Day Conversion

Amend Article III – Sick Leave, dated February 12, 1992 and Side Letter No. 6 dated September 24, 1998 as follows:
(a) The Yardmasters "Grandfathered" in the former GTW (includes former DT&I and DT&SL) Sick Leave currently receive twenty-five (25) sick days each year. Effective January 1, 2003, fifteen (15) of the sick days will be converted to Personal Leave Days (PLD) and ten (10) sick leave days. The two (2) PLDs provided in the June 16, 1982 RYA National Agreement will be added to the provisions of this Article for a total of seventeen (17) PLDs. The forty-eight (48) hours advance notice and blanking restrictions of the 1982 will remain unchanged and will apply to all PLD under this Article.

(c) Any PLD not used by December 31 will be paid for on the first pay period of January at the basic daily rate of pay. A PLD will be counted as a vacation qualifying day. A PLD will not be counted as a working day for overtime qualification.

(d) When more than one Yardmaster request a PLD on the same calendar day, seniority will control in the event all requests cannot be granted. After a PLD has been granted, seniority will not control.

(e) Except as amended herein, the Sick Leave Agreements dated February 12, 1992 and Side Letter No. 6, dated September 24, 1998 remain in effect.

ARTICLE III - HEALTH AND WELFARE

The parties will adopt the changes in benefit coverage of Dental Benefits, Vision Care, Supplemental Sickness in accordance with Side Letter No. 3.

ARTICLE IV - GENERAL PROVISIONS AND MORATORIUM

Section 1

This Agreement shall become effective the first Monday after being notified that it has been ratified. Existing schedule rules, agreements and practices that are in conflict with this Agreement are modified or amended as identified herein.

Section 2

This Agreement shall remain effect through December 31, 2004, and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Section 3

(a) It is understood that this Agreement resolves the Section 6 Notice of the United Transportation Union-Yardmaster Department dated December 5, 2001 and counter proposals of the Carrier. All other pending notices are withdrawn.
(b) The parties to this Agreement shall not serve nor progress any new notices prior to June 1, 2004 (not to become effective before January 1, 2005).

Section 4

This Article will not bar nor preclude the Carrier and the Organization from discussing and reaching agreement on any subject of mutual interest.

FOR THE UNITED TRANSPORTATION UNION-YARDMASTER DEPARTMENT:

Leonard J. Forchione
General Chairman

M. F. "Jack" Blaylock
Local Chairman

FOR THE CANDIAN NATIONAL (GTW):

Myron W. Becker
Director Labor Relations

Gregory S. Martin
Manager

APPROVED:

Donald R. Carver
Assistant to President, Director
Yardmaster Department

K. A. Madigan
Vice-President Labor Relations
North America

James R. Cumby
Assistant Director
Yardmaster Department

John C. Robertson
Terminal Superintendent
Side Letter No. 1

December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This will confirm our understanding regarding the “roving” Yardmaster position at Battle Creek. It is agreed that the “roving” Yardmaster position may be blanked when the incumbent is off with compensation, i.e. sick day(s), personal leave day(s) or vacation.

Yours truly,

[Signature]
Myron W. Becker
Director-Labor Relations

I concur:

[Signature]
Leonard J. Forchione
General Chairman
Side Letter No. 2

December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This will confirm our understanding regarding the exercise of seniority by Yardmasters who have been displaced. It is agreed that Article 5(f) (Article II, Section 1(f)) of this Agreement addresses the handling of Regularly Assigned Yardmasters whose positions are abolished as a result of General Motors Corp. shutting down for retooling in July and for holidays in December. These Yardmasters will be permitted to hold their regular bump for a period of fifteen (15) days from the effective date of the abolishment. During this time period, Yardmasters may exercise seniority to a temporary vacancy on which they are qualified.

Yours truly,

Myron W. Becker
Director-Labor Relations

I concur:

Leonard J. Forchione
General Chairman
Side Letter No. 3

December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This refers to the discussions which led to the CNIC(GTW) Yardmaster Agreement of this date. It was agreed that all the former GTW Yardmasters will be covered by the provisions contained in the final disposition of the UTU National Agreement, Document “B”, Article IV - Health and Welfare. That settlement will be incorporated into and become part of this Agreement, which may include employee cost sharing.

The parties have agreed that the appropriate death benefit coverage for Yardmasters covered by this Agreement will be $40,000 natural death and $42,000 accidental death. In the event consummation of the UTU National Health and Welfare does not contain death benefits of at least these amounts, the Carrier will increase the coverage to these levels.

Yours truly,

Myron W. Becker
Director-Labor Relations

I concur:

Leonard J. Forchione
General Chairman
Side Letter No. 4
December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This confirms our recent discussions concerning labor and management’s effort on the GTW to find areas of mutual concern, which serve to align our interests. We agree that each year some employees working in areas under the jurisdiction of your committee endure personal hardships, which have severe financial impact on their families. Automobile accidents and catastrophic illness are common examples that generate such hardship. In addition to “passing the hat” for donations, you suggested that some members of your committee would consider donating a personal leave day(s) or a sick day(s) to a needy co-worker.

Arrangements will be made to permit such donations in circumstances when you and the Director of Labor Relations or designee agree appropriately meet the intent of this program. The donated days will be paid to the designated co-workers at their daily rate of the pay.

Please indicate your concurrence in the space provided below and arrangements with the Payroll Department will be made to accommodate this program.

Yours truly,

Myron W. Becker
Director-Labor Relations

I concur:

Leonard J. Forchione
General Chairman

14
Side Letter No. 5

December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This refers to Article I – First General Wage Increase, of the Agreement made December 12, 2002 and will confirm our understanding that the retroactive payment will be paid to each employee subject to this Agreement who has an active relationship as of December 12, 2002.

Is further understood that deceased employees or those who have retired or have been dismissed, suspended or on leave of absence between January 1 and December 31, 2002 will receive the retroactive payment for their Yardmaster service performed during this period.

Yours truly,

Myron W. Becker
Director-Labor Relations

I concur:

Leonard J. Forchione
General Chairman
Side Letter No. 6

December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This refers to the negotiations that led to the Sick Day-Personal Leave Day Conversion contained in this Agreement. We agree that a twelve (12) month review of the experience in the Sick Day conversion should be made to determine if any adjustments in the procedures are appropriate. In the event the parties agree that changes in procedures or additional economies can be achieved without additional cost, such adjustments may be made by mutual agreement.

Yours truly,

Myron W. Becker
Director-Labor Relations

I concur:

Leonard J. Forchione
General Chairman
Side Letter No. 7

December 12, 2002

Mr. Leonard J. Forchione, General Chairman
United Transportation Union-Yardmaster Department
521 Fairfield Avenue
Battle Creek, Michigan 49015

Dear Sir:

This refers to the discussions that led to the CNIC (GTW) Yardmaster Agreement of this date. It is agreed, effective January 1, 2003, the CNIC will match the first four (4) percent of 401k contributions of Yardmasters covered by this Agreement at the rate of $0.25 per $1.00. It is further agreed that Article VI—Incentives / Gains Sharing, of the 1998 Agreement is discontinued on that date.

Please indicate your concurrence in the space provided below.

Yours truly,

Myron W. Becker
Director-Labor Relations

I concur:

Leonard J. Forchione
General Chairman
Agreed Upon Interpretations of the 2002 Agreement Between The 
Grand Trunk Western Railroad, Incorporated 
And Its Yardmaster Employees Represented By The 
United Transportation Union – Yardmaster Department

Questions and Answers

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Q. &amp; A.</th>
</tr>
</thead>
</table>
| Article 2 §1 (f) | Q: Does the 72-hour displacement rule apply to all regular and temporary bumps?  
A: Yes. |
| Article 2 §2 (e) | Q: On assignments where three consecutive shifts are worked, what times do the other shifts start?  
A: Second shift starts between 14:00 and 16:00. Third shift starts between 22:00 and 23:59. |
| Article 2 §3 (b) | Q: At Flat Rock, where will the pick sheet be posted?  
A: Pick sheets will be posted at each location in Flat Rock (Rouge, Hump Tower and Trim Tower) and will be handled by the Yardmaster’s Local Chairman. |
| Article 2 §6 | Q: When a GEB Yardmaster works the 2300 shift and then takes a PLD or vacation day, at what time does he return to the board?  
A: After working the 2300 shift his PLD or vacation day would begin at 0700 and he would return to the extra board via automatic markup at 0001. He is not available for call until the first shift. He will go to the bottom of the board. |
| Article 2 §6 (2) (c) | Q: When does the GEB Yardmaster return to the board after working a 2300 to 0700 shift?  
A: The GEB Yardmaster returns to the extra board at 0001. He is not available for call until the first shift. |
| Article 2 §7 (2) (a) | Q: Do we still have to take trainmen first in accordance with the UTU agreement?  
A: Yes. |
Article 2 §7 (2) (b)  Q: What does the term “last position held” mean?
A: Last regular position, not temporary position.

Article 2 §7 (2) (c)  Q: What does “successful completion of training” mean?
A1: For newly hired Yardmasters who are assigned immediately to a regular position, “successful completion of training” means when they are qualified for the position to which they have been assigned.
A2: For newly hired Yardmasters who are assigned to the GEB, “successful completion of training” means when they are qualified for all positions in the zone to which they have been assigned.

Article 2 §8 (3) (a)  Q: How will the GEB Yardmaster working the 2300 shift the day before his rest day be handled?
A: He will be handled in the same manner described in the answer for Article 2 §6 (2c) above.

Article 2 §8 (3) (e)  Q1: Does earned compensation include vacation and PLD’s?
A: Yes.

Q2: Do PLD’s and Vacation days count as a start for GEB Yardmasters?
A: No, but they do protect the guarantee.

Article 2 §8 (3) (f)  Q: What is the intent of this clause?
A: The intent of this clause is to give GEB Yardmasters who have worked double shifts the option of requesting an extra shift off beyond the normal eight (8) hours. The GEB Yardmaster would be susceptible to call for the third shift.

Article 2 §8 (8)  Q: Are GEB Yardmasters considered regular assigned Yardmasters?
A: For purposes of this section, a GEB Yardmaster is considered a regular assignment.

Article 2 §8 (9)  Q: What is meant by the term, “the first out rested junior GEB yardmaster”?
A: The rested junior GEB yardmaster.
Article 2 §8 (12)  Q: Can a Yardmaster in training that is qualified for 1 yard in their assigned zone but is not qualified for the entire zone be pulled from training to protect assignments at the yard(s) for which they are qualified?
A: Yes, but their training period will be extended by the number of days they are used to protect assignments.

Article 2 §12 (a)  Q: When can PLD’s be used?
A1: Normal use of PLD’s has not changed, by requesting a PLD 48 hours in advance.
A2: A PLD may be requested on the employee’s rest day at which time the yardmaster will be marked off.
A3: PLD’s on rest days means you are not available for call unless calling procedures are exhausted.

Article 2 §12 (a)  Q: When do future PLD/Sick days take effect?
A: January 1, 2004 and January 1 of each year thereafter.

Article 2 §12 (c)  Q: Does the sentence “a PLD will be counted as a vacation qualifying day” apply to GEB positions only?
A: No, they apply to all positions.

Article 2 §12 (c)  Q: Does the sentence, “A PLD will not count as a working day for overtime qualification” apply to GEB Yardmasters only?
A: Yes, this applies only to GEB Yardmasters workweek.

Leonard Parciani

Malt
Grand Trunk Western

And

United Transportation Union Yardmaster Department

September 24, 1998 Agreement
Agreement Between The
Grand Trunk Western Railroad, Incorporated
And Its Yardmaster Employees Represented By The
United Transportation Union - Yardmaster Department

THIS AGREEMENT, made this 24th day of September, 1998, by and between the parties signatory hereto, namely the Grand Trunk Western Railroad, Incorporated and the employees of the Grand Trunk Western Railroad, Incorporated working as yardmasters and who are represented by the United Transportation Union - Yardmaster Department ("UTU-YMD"), witnesseth;

The provisions of collective agreements shall be applied to all employees covered by said agreement without regard to race, creed, color, age, sex, national origin or physical handicap except in those cases where a bonafide occupational qualification exists.

The masculine terminology included in this Agreement is for the purpose of convenience only and does not designate a gender preference.

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

A lump sum payment of $400.00 shall be made to employees who have an active employment relationship with the Grand Trunk Western Railroad, Incorporated under the agreement with the Organization signatory hereto on the date of this agreement. This payment shall be made within forty-five (45) days of the Company's receipt of advice of the ratification of this agreement. (See Side Letter No. 1)

Section 2 - First General Wage Increase

Effective January 1, 1995, all hourly, daily, and monthly rates of pay in effect for employees represented by the UTU-YMD shall be increased by three (3) percent.

Section 3 - Second General Wage Increase

Effective January 1, 1996, all hourly, daily, and monthly rates of pay in effect for employees represented by the UTU-YMD shall be increased by three (3)
percent.

Section 4 - Third General Wage Increase

Effective January 1, 1997, all hourly, daily, and monthly rates of pay in effect for employees represented by the UTU-YMD shall be increased by three (3) percent.

Section 5 - Fourth General Wage Increase

Effective January 1, 1998, all hourly, daily, and monthly rates of pay in effect for employees represented by the UTU-YMD, shall be increased by three (3) percent.

Section 6 - Lump Sum Payment

Effective January 1, 1999, a lump sum payment of 3% will be paid to employees who have an active employment relationship with the company on December 31, 1998 and will be computed based on compensation for time worked as a yardmaster during the period, January 1, 1998 through December 31, 1998. This payment will be made on or before January 31, 1999.

Section 7 - Fifth General Wage Increase

Effective January 1, 2000, all hourly, daily, and monthly rates of pay in effect for employees represented by the UTU-YMD shall be increased by three (3) percent.

Section 8 - Sixth General Wage Increase

Effective January 1, 2001, all hourly, daily, and monthly rates of pay in effect for employees represented by the UTU-YMD, shall be increased by three (3) percent.

ARTICLE II - SINGLE WORKING AGREEMENT

On the effective date of this Agreement, yardmasters on the GTW, Former DTI and Former DTSL Railroads shall be governed by the GTW Yardmasters' Working Agreement, subject to the following conditions:
Section 1 - Seniority

Article 5 and side letter dated January 22, 1986, of the GTW Yardmasters’ Working Agreement is amended as follows:

(a) The reference to sixty (60) days is changed to ninety (90) days.

(b) Establish a Master Seniority Roster subject to the following:

1. The GTW Master Seniority Roster will be established, effective January 1, 1999.

2. The GTW Yardmaster Seniority Rosters and the DTI and DTSL Yardmaster Seniority Rosters will be dovetailed using the seniority dates shown on the last rosters. The consolidated Master Seniority Roster will show a seniority date, numerical standing, and a prior rights designation for each yardmaster.

3. Employees who establish a yardmaster seniority date after the effective date of this agreement will have their names added to the bottom of the Master Seniority Roster without prior rights designation. Their initial home terminal designation will be the terminal in which yardmaster seniority is established.

4. Yardmasters will be required to protect all yardmaster work available to them in their home terminal. Failure to protect available yardmaster work in their home terminal will result in forfeiture of yardmaster seniority.

5. Employees, by virtue of their consolidated yardmaster seniority, can hold a regular yardmasters’ position in another terminal, shall be subject to the following conditions (Nothing in this Section 5 is intended to diminish an employee’s obligations under New York Dock):

   a. They will not forfeit their yardmaster seniority as a result of failure to exercise seniority to a regular yardmaster’s position outside their existing home terminal.

   b. They may elect to work in another craft in which they hold secondary seniority and, under such conditions, they must protect all Yardmaster work available to them in their home
terminal. In the event that they elect to work a position with the carrier outside the yardmasters' craft, their entitlement to monthly guarantee/protection payments will be temporarily suspended during the period that, by virtue of their consolidated yardmaster seniority, they can hold a regular yardmasters' position in another terminal.

6. a. Yardmasters may exercise their dovetailed yardmaster seniority to a regular yardmaster position in other than their existing home terminal, subject to bidding and displacement rules, and will thereby establish a new home terminal designation. Yardmasters who are not already qualified at the new home terminal will be allotted a qualification period with pay as provided in Side Letter No. 3.

b. Yardmasters may be asked, in seniority order, to transfer from one terminal to another terminal, and yardmasters accepting such transfer will be paid relocation benefits and, if not already qualified, will be allotted a qualification period with pay as provided in Side Letter No. 3.

7. Yardmasters exercising dovetailed seniority to a regular yardmaster position in other than their prior rights terminal will not alter their original prior rights terminal designation.

(c) In consideration of the work rule changes provided in this Section, all employees holding positions as regular yardmasters with the Grand Trunk Western Railroad, Incorporated on September 24, 1998 shall be paid $1,000.00 This payment shall be made within forty-five (45) days of the Company's receipt of advice of the ratification of this agreement. There shall be no duplication of this lump sum payment by reason of employment under an agreement with an organization other than the UTU-YMD.

Section 2 - Application of the September 4, 1979 Agreement

(a) Only those employees having a seniority date prior to June 24, 1980 under an agreement between the GTW and the UTU-YMD shall be subject to the employee protective conditions of the September 4, 1979 Agreement between the parties. (See Side Letter No. 2 concerning employee protective conditions applicable to former DTSL Yardmasters)
(b) Consistent with Side Letter to the September 4, 1979 Agreement of the same date, the Carrier shall have the right to transfer work and/or employees from the former DT&I Railroad and/or the former D&TSL Railroad to the GTW. Yardmasters transferred pursuant to this paragraph will be paid relocation benefits and, if not already qualified, will be allotted a qualification period with pay as provided in Side Letter No. 3.

(c) Consistent with former DTSL employees being governed by the GTW Yardmasters' Working Agreement, no Yardmasters shall have the exclusive right of calling crews.

ARTICLE III - RULES AND TRAINING

The GTW and former DTI Rules Instruction Agreement dated September 24, 1975 and any former DTSL rules pertaining to training are superseded by the following:

1. Yardmasters must satisfactorily complete instructions on Operating Rules, Safety Rules and any other subject matter related to areas within their responsibility once in a calendar year.

2. Yardmasters may be required to attend classes to enhance knowledge and skills, such as computer and supervisory skills, within their areas of responsibility.

3. It is not intended that yardmasters will lose time for the purpose of attending rules and instruction classes.

4. Yardmasters required to attend rules and instruction classes will be paid a minimum of eight (8) hours pro rata rate of their assignment.

5. Make-up classes will be scheduled for yardmasters unable to attend classes due to vacation, leave of absence, etc.

6. Classes will be held at locations where yardmasters are employed to the fullest extent practical.

7. Yardmasters required to attend classes at other than their work location will be allowed auto mileage, at the prevailing rate, from their regular on duty point to the class location and return by the most direct and safest route.
8. Yardmasters who do not successfully pass standardized examinations at the completion of such training will be assisted in re-taking the examinations. Re-examining will be paid in the same manner as taking the original examination.

Note: Employees who do not satisfactorily complete required rules and instruction classes will not be allowed to work as a yardmaster until they have successfully completed such classes enabling them to be qualified for the yardmaster assignment(s).

ARTICLE IV - HOLIDAYS

Effective January 1, 1999, the GTW Holiday Rule providing for the Birthday Holiday, will be eliminated and the National Holiday Rule will apply to all yardmasters. The National Holiday Rule shall continue to apply to former DTSL yardmasters during the period, September 24, 1998 through December 31, 1998.

ARTICLE V - VACATION BENEFITS

Existing rules governing vacations are amended, effective January 1, 1999, to provide that an employee may take up to one week of his annual vacation in single day increments.

ARTICLE VI - INCENTIVES / GAINS SHARING

Within ninety (90) days of the date of this Agreement is ratified the parties will meet to discuss introduction of an incentive compensation program which would be intended to provide periodic bonuses based upon safety, performance and productivity gains of the Company.

ARTICLE VII - HEALTH AND WELFARE, DENTAL, VISION CARE, AND SUPPLEMENTAL SICKNESS BENEFITS

The parties will adopt Article III - Dental Benefits, Article IV - Vision Care, Article V - Benefits Eligibility (Section 1 and Section 3) and Article VII - Supplemental Sickness, contained in the 1996 UTU National Agreement (Yardmasters Document B. It is the intent of the parties that employees subject to this Agreement are covered by the same Plan provisions as
employees subject to the 1996 UTU National Agreement (Yardmasters Document B), except for modifications necessary to account for different dates of implementation between the National Agreement and this Agreement. Cost sharing deductions that cannot be deducted from lump sum payments will be subject to payroll deduction in amounts not to exceed $25 per week.

ARTICLE VIII - GENERAL PROVISIONS AND MORATORIUM

Section 1

This Agreement shall be effective the first Monday after being notified that it has been ratified with respect to all yardmaster employees on the original GTW, former DT&I and former D&TSL properties. Existing schedule rules, agreements and practices which are in conflict with this Agreement are modified or amended as identified herein.

Section 2

This Agreement shall remain in effect through December 31, 2001, and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Section 3

(a) It is understood that this Agreement resolves the United Transportation Union's Section 6 Notice dated May 30, 1995, and the Carrier's Section 6 Notice dated January 7, 1997. In addition, all other pending notices are withdrawn.

(b) The parties to this Agreement shall not serve nor progress any new notices prior to September 1, 2001, (not to be effective before January 1, 2002.)
Section 4

This Article will not bar nor preclude the Carrier and the Organization from discussing or reaching agreements on any subject of mutual interest.

FOR THE UNITED TRANSPORTATION UNION - YARDMASTER DEPARTMENT

/s/ Leonard J. Forchione
General Chairman

Approved:

/s/ Donald R. Carver
Assistant to President
Yardmaster Department

Date: February 11, 1999

FOR THE GRAND TRUNK WESTERN RAILROAD, INC.

M. A. Rose
Senior Manager, Labor Relations

/s/ Ken Knox
Manager, Labor Relations
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan  49015

Dear Sir,

This refers to Article I, Section 1 - Lump Sum Payment, of the Agreement made September 24, 1998, with your Organization and will confirm our understanding that this lump sum payment will be paid to each employee subject to this Agreement who has an active employment relationship as of September 24, 1998.

It is further understood that deceased employees or those who have retired or have been dismissed, suspended or on leave of absence between January 1, 1995 and September 24, 1998 will receive a pro-rated portion of the lump sum payment and $8.89 per month ($400/45 months) will be deducted from the $400 lump sum payment for each month in which they did not perform compensated service as a yardmaster from January 1, 1995 to September 24, 1998. Employees hired after January 1, 1995 will receive a pro-rated portion of the lump sum payment and will be compensated $8.89 per month for each month in which they performed compensated service as a yardmaster from date of hire until September 24, 1998. There shall be no duplication of this lump sum payment by reason of employment under an agreement with an organization other than the UTU-YMD.

If the foregoing properly reflects your understanding, then so signify by signing in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Agreed:
Side Letter No. 2
September 24, 1998

Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions relative to employee protective benefits. It was agreed that the following Yardmasters on the former D&TSL Railroad will be governed by the employee protective conditions indicated below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Ydmaster Sen. Date</th>
<th>Employee Protective Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas R. Robinson</td>
<td>11/16/71</td>
<td>September 4, 1979 Agreement (1)</td>
</tr>
<tr>
<td>Phillip A. Johns</td>
<td>04/09/80</td>
<td>September 4, 1979 Agreement (1)</td>
</tr>
<tr>
<td>Roger D. Ullof</td>
<td>03/22/85</td>
<td>New York Dock (2)</td>
</tr>
<tr>
<td>David E. Prewitt</td>
<td>03/10/87</td>
<td>New York Dock (2)</td>
</tr>
</tbody>
</table>

(1) Such employees shall be certified as adversely affected on the effective date of this Agreement. The protective period shall be from the date they are certified as adversely affected and shall terminate when such employees are first eligible for an unreduced annuity under the Railroad Retirement Act, except as otherwise provided in Article I, Section 5(c) and 6(d) of New York Dock.

(2) The terms and conditions imposed in New York Dock Railway - Control - Brooklyn Eastern District, 354 I.C.C. 399, as modified by the Commission’s Decision served in that proceeding on February 23, 1979 (“New York Dock”).

The protective conditions provided herein are confined to the particular facts and circumstances involved relative to the employees identified above. This understanding is without precedent or prejudice to either party’s position.
relative to the protective conditions, if any, applicable to other yardmaster employees.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

_________________________
M. A. Rose
Senior Manager, Labor Relations

Accord:

_________________________
L. J. Forchione
General Chairman

Date: ______________________
Mr. Leonard J. Forchione, General Chairman  
Yardmaster Department - UTU  
521 Fairfield  
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions concerning Article II - Section 1, Paragraphs 6(a) and 6(b) and Article II - Section 2, Paragraph 2(b) of the Agreement made September 24, 1998. It was agreed that yardmasters transferring to a terminal in which they are not qualified, will be allowed a qualification period, with pay, of not less than 45 working days.

In addition, this refers to our discussions concerning Article II - Section 1, Paragraph 6(b) of the Agreement made September 24, 1998. With reference to yardmasters transferring pursuant to paragraph 6(b) it was agreed that they will have the following options in connection with the transfer:

1. Accept transfer and, subject to qualification, receive the moving and loss on sale of home benefits in Section 9 and Section 12 of New York Dock, plus a $900.00 transfer allowance and up to five working days off with pay in which to move; or

   a) Waive all rights to moving and transfer allowances under Section 9 of New York Dock and in lieu thereof, receive a $2,500.00 lump sum payment plus a $900.00 transfer allowance; and

   b) Waive all rights to loss on sale of home benefits under Section 12 of New York Dock and in lieu thereof, receive a $7,500.00 lump sum payment upon proof of having sold their residence and made a bonafide change of residence.

NOTE: A bonafide change of residence as used in this Agreement means a change of residence intended to substantially reduce the distance to the new home terminal.
If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

________________________
M. A. Rose
Senior Manager, Labor Relations

Accord:

________________________
L. J. Forchione
General Chairman

Date: ______________________
Mr. Leonard J. Forchione, General Chairman  
Yardmaster Department - UTU  
521 Fairfield  
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions relative to various employee protective benefit claims. The parties agree that within 180 days after ratification of the Agreement made September 24, 1998, they will meet to discuss all outstanding employee protective benefit claims pending as of September 24, 1998. At that meeting, the parties will adopt a procedural schedule for the progression and resolution of these claims.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

__________________________
M. A. Rose  
Senior Manager, Labor Relations

 Accord:  

__________________________  
L. J. Forchione  
General Chairman

Date:_______________________
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This refers to the general wage increases provided in Article I of the Agreement made September 24, 1998. Any retroactive payments due shall be made within forty-five (45) days of the Company's receipt of advice of the ratification of this agreement.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Accord:

L. J. Forchione
General Chairman

Date:______________
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions concerning Article III of the February 12, 1992 Agreement. With respect to former DTSL yardmasters having a seniority date as such on or before January 31, 1992, such employees shall be subject to the GTW Sick Leave Rule, effective January 1, 1999. Any unused sick days for such employees under the former DTSL Sick Leave Rule shall be carried over to the GTW Sick Leave Rule on January 1, 1999.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

__________________________
M. A. Rose
Senior Manager, Labor Relations

Accord:

__________________________
L. J. Forchione
General Chairman

Date: ______________________
Mr. Leonard J. Forchione, General Chairman  
Yardmaster Department - UTU  
521 Fairfield  
Battle Creek, Michigan 49015

Dear Sir,

This will confirm our understanding that the lump sum payments provided in the Agreement of this date will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

__________________________
M. A. Rose  
Senior Manager, Labor Relations

Accord:

__________________________
L. J. Forchione  
General Chairman

Date:__________________________
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan  49015

Dear Sir,

This will confirm our understanding that the effective date of the September 24, 1998 Agreement shall be Monday, February 15, 1999.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Accord:

L. J. Forchione
General Chairman

Date: ____________________
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions concerning Article II - Section 1, Paragraphs 6(a) and 6(b) and Article II - Section 2, Paragraph 2(b) of the Agreement made September 24, 1998. It was agreed that yardmasters transferring to a terminal in which they are not qualified, will be allowed a qualification period, with pay, of not less than 45 working days.

In addition, this refers to our discussions concerning Article II - Section 1, Paragraph 6(b) of the Agreement made September 24, 1998. With reference to yardmasters transferring pursuant to paragraph 6(b) it was agreed that they will have the following options in connection with the transfer:

1. Accept transfer and, subject to qualification, receive the moving and loss on sale of home benefits in Section 9 and Section 12 of New York Dock, plus a $900.00 transfer allowance and up to five working days off with pay in which to move; or

   a) Waive all rights to moving and transfer allowances under Section 9 of New York Dock and in lieu thereof, receive a $2,500.00 lump sum payment plus a $900.00 transfer allowance; and

   b) Waive all rights to loss on sale of home benefits under Section 12 of New York Dock and in lieu thereof, receive a $7,500.00 lump sum payment upon proof of having sold their residence and made a bonafide change of residence.

NOTE: A bonafide change of residence as used in this Agreement means a change of residence intended to substantially reduce the distance to the new home terminal.
If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Accord:

L. J. Forchione
General Chairman

Date: ______________________
Mr. Leonard J. Forchione, General Chairman  
Yardmaster Department - UTU  
521 Fairfield  
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions concerning Article II - Section 1, Paragraphs 6(a) and 6(b) and Article II - Section 2, Paragraph 2(b) of the Agreement made September 24, 1998. It was agreed that yardmasters transferring to a terminal in which they are not qualified, will be allowed a qualification period, with pay, of not less than 45 working days.

In addition, this refers to our discussions concerning Article II - Section 1, Paragraph 6(b) of the Agreement made September 24, 1998. With reference to yardmasters transferring pursuant to paragraph 6(b) it was agreed that they will have the following options in connection with the transfer:

1. Accept transfer and, subject to qualification, receive the moving and loss on sale of home benefits in Section 9 and Section 12 of New York Dock, plus a $900.00 transfer allowance and up to five working days off with pay in which to move; or

   a) Waive all rights to moving and transfer allowances under Section 9 of New York Dock and in lieu thereof, receive a $2,500.00 lump sum payment plus a $900.00 transfer allowance; and

   b) Waive all rights to loss on sale of home benefits under Section 12 of New York Dock and in lieu thereof, receive a $7,500.00 lump sum payment upon proof of having sold their residence and made a bonafide change of residence.

NOTE: A bonafide change of residence as used in this Agreement means a change of residence intended to
Mr. Leonard J. Forchione, General Chairman  
Yardmaster Department - UTU  
521 Fairfield  
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions relative to various employee protective benefit claims. The parties agree that within 180 days after ratification of the Agreement made September 24, 1998, they will meet to discuss all outstanding employee protective benefit claims pending as of September 24, 1998. At that meeting, the parties will adopt a procedural schedule for the progression and resolution of these claims.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose  
Senior Manager, Labor Relations

Accord:

L. J. Forchione  
General Chairman  
Date: Feb 11, 1999
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This refers to the general wage increases provided in Article I of the Agreement made September 24, 1998. Any retroactive payments due shall be made within forty-five (45) days of the Company's receipt of advice of the ratification of this agreement.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Accord:

L. J. Forchione
General Chairman

Date: Feb 11, 1999
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This refers to our discussions concerning Article III of the February 12, 1992 Agreement. With respect to former DTSL yardmasters having a seniority date as such on or before January 31, 1992, such employees shall be subject to the GTW Sick Leave Rule, effective January 1, 1999. Any unused sick days for such employees under the former DTSL Sick Leave Rule shall be carried over to the GTW Sick Leave Rule on January 1, 1999.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Accord:

L. J. Forchione
General Chairman

Date: Feb 11, 1999
Mr. Leonard J. Forchione, General Chairman
Yardmaster Department - UTU
521 Fairfield
Battle Creek, Michigan 49015

Dear Sir,

This will confirm our understanding that the lump sum payments provided in the Agreement of this date will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.

Yours truly,

M. A. Rose
Senior Manager, Labor Relations

Accord:

L. J. Forchione
General Chairman

Date: Feb 11, 1999
Mr. Leonard J. Forchione, General Chairman  
Yardmaster Department - UTU  
521 Fairfield  
Battle Creek, Michigan 49015  

Dear Sir,  

This will confirm our understanding that the effective date of the September 24, 1998 Agreement shall be Monday, February 15, 1999.  

If the foregoing properly reflects your understanding of our agreement on this matter, please sign your name in the space provided below.  

Yours truly,  

M. A. Rose  
Senior Manager, Labor Relations  

 Accord:  

[Signature]  
L. J. Forchione  
General Chairman  
Date: Feb 11 1999
Grand Trunk Western

And

United Transportation Union Yardmaster Department

February 12, 1992 Agreement
ARTICLE I - WAGES

Section 1 - Lump Sum Payment

A lump sum payment of $3,500.00 shall be made to employees who have an active employment relationship with the Grand Trunk Western Railroad Company under the agreement with the Organization signatory hereto on the date of this agreement. This payment shall be made within forty-five (45) days of the Company's receipt of advice of the ratification of this agreement or by March 15, 1992, whichever date is later.

Section 2 - General Wage Increase

Effective December 31, 1991, all hourly, daily and monthly rates of pay in effect shall be increased by 3%.

Section 3 - General Wage Increase

Effective December 31, 1992, all hourly daily and monthly rates of pay in effect shall be increased by 4%.

Section 4 - Lump Sum Payment

Employees will be paid a 3% lump sum payment effective December 31, 1993. Such lump sum will be paid to employees who have an active employment relationship with the company on December 31, 1993 and will be computed on yardmaster compensation earned from January 1, 1993 thru December 31, 1993. This payment will be made on or before January 31, 1994.

ARTICLE II - WORK RULES

A. Procedure For Filling Temporary D&TSL Yardmaster Vacancies

The procedure governing the filling of Detroit & Toledo Shore Line temporary yardmaster vacancies is as follows:
1. (a) By calling available off duty regularly assigned yardmasters in seniority order at the straight time rate of pay;

   NOTE (i): A regular assigned yardmaster will not be called in accordance with 1(a) if he would be unavailable to fill his own regular assignment by accepting such call.

   (ii): A list shall be prepared of regularly assigned yardmasters who desire to be called for temporary vacancies at the straight time rate of pay.

   (iii) A regular assigned yardmaster may decline a call under this paragraph 1(a); however, if called in accordance with 1(c), he will be compensated at the straight time rate of pay.

   (b) By calling available extra yardmasters in seniority order who stand to work at the straight time rate of pay;

   (c) By calling available regularly assigned yardmasters in seniority order who stand to work at the time and one-half rate of pay. Exception - See Note (iii), paragraph 1(a).

   (d) By calling available extra yardmasters in seniority order who stand to work at the time and one-half rate of pay.

2. No yardmaster will be permitted to work longer than two consecutive assignments.

3. Articles, rules or practices that may conflict herewith are amended to conform hereto.

4. This paragraph A will be applicable upon the effective date of this agreement.

B. Procedure For Filling Temporary Grand Trunk Western - Detroit Toledo & Ironton Yardmaster Vacancies

The procedure governing the filling of Grand Trunk Western - Detroit Toledo & Ironton temporary yardmaster vacancies is as follows:

1. (a) By calling available off duty regularly assigned yardmasters in seniority order at the straight time rate of pay;

   NOTE (i): A regular assigned yardmaster will not be called in accordance with 1(a)
(ii): A list shall be prepared of regularly assigned yardmasters who desire to be called for temporary vacancies at the straight time rate of pay.

(iii) A regular assigned yardmaster may decline a call under this paragraph 1(a); however, if called in accordance with 1(c), he will be compensated at the straight time rate of pay.

(b) By calling available extra yardmasters in seniority order who stand to work at the straight time rate of pay;

(c) By calling available regularly assigned yardmasters in seniority order who stand to work at the time and one-half rate of pay. Exception - See Note (iii), paragraph 1(a).

(d) By calling available extra yardmasters in seniority order who stand to work at the time and one-half rate of pay.

2. No yardmaster will be permitted to work longer than two consecutive assignments.

3. The agreement effective March 1, 1981 is abrogated. Also, articles, rules or practices that may conflict herewith are amended to conform hereto.

4. This paragraph B will be applicable upon the effective date of this agreement.

C. Incidental Duties - DTSL

Cancel Article 2 - Incidental Duties - of the Memorandum of Agreement effective January 16, 1956, covering yardmaster employees of the former Detroit and Toledo Shore Line Railroad and substitute the following therefor:

ARTICLE 2
Incidental Duties

Yardmasters will continue to perform such incidental duties in connection with their work as the individual yardmaster might find it necessary to do outside of regular working hours.
D. Rate of Pay of D&TSL Yardmaster Positions

The rate of pay of yardmaster positions on the former Detroit and Toledo Shore Line Railroad is changed to $145.12 per day.

ARTICLE III - SICK LEAVE

Article 12 - Sick Leave, as amended, of the working agreement covering yardmasters of the Grand Trunk Western Railroad (includes former DT&I yardmasters) and the March 23, 1990 Agreement covering yardmasters of the former Detroit & Toledo Shore Line Railroad are cancelled and the following substituted for them.

A. Sick Leave Coverage For GTW (DT&I) Yardmasters Having A Seniority Date As Such On Or Before January 31, 1992

1. Regularly assigned yardmasters, after one year's continuous service as such, shall be allowed time off with pay in bona fide cases of personal sickness as follows:

   After 1 year's service - 5 days during the succeeding 12 months.
   After 2 year's service - 10 days during the succeeding 12 months.
   After 3 year's service - 15 days during the succeeding 12 months.
   After 4 year's service - 20 days during the succeeding 12 months.
   After 5 year's service and thereafter - 25 days per 12 months.

2. Sick pay benefits will apply to regular assigned yardmasters working yardmaster assignments at General Motors Company Plants who have 11 months continuous service as such and whose positions are abolished because of a shutdown of such plants due to strike or model changeover. The foregoing will also apply to a regular assigned yardmaster who is displaced as a result of such abolition. These provisions apply only to yardmasters regularly assigned as such.

3. This part A shall not apply to employees hired subsequent to the date of this agreement and shall have no further force or effect after current yardmaster employees, as of the date of this agreement, attrite or no longer exist.
B. Sick Leave Coverage For D&TSL Yardmasters Having A Seniority Date As Such On Or Before January 31, 1992

1. A regularly assigned yardmaster who on January 1st of any year has been continuously in the service of the company as such for one year or more, will be allowed during the current calendar year fourteen days paid sick leave.

2. A regularly assigned yardmaster who on January 1st of any year has been continuously in the service of the Company as such for less than a year, will be allowed during the current calendar year one days paid sick leave for each month in which he performed service as a regularly assigned yardmaster in the preceding calendar year.

3. A yardmaster who is awarded a regular assigned position as such after January 1st of any year and who has previously qualified for sick leave pay under either Paragraph 1 or 2 hereof, will be allowed in the current calendar year one days paid sick leave for each month in which he performed service as a regularly assigned yardmaster in the preceding calendar year but not to exceed the equivalent of one paid sick leave day for each full month or portion thereof remaining in the current calendar year.

4. This part B shall not apply to employees hired subsequent to the effective date of this agreement and shall have no further force or effect after current yardmaster employees, as of the date of this agreement, attrite or no longer exist.

C. Sick Leave Reserve - Applies To Yardmasters Having Seniority Date As Such On Or Before January 31, 1992

1. At the end of each calendar year unused sick leave of yardmaster employees will be placed into a sick leave reserve which can be drawn upon at a later date or leave in the sick leave reserve until time of retirement from the service of Grand Trunk under the provisions of the U.S. Railroad Retirement Act. At time of retirement the employee will be compensated 50% of the unused sick leave in the sick leave reserve plus a cash payment equal to 50% of the unused sick leave for which the employee became entitled under Part A and B hereof during the year of retirement. The straight time rate of pay of the regularly assigned yardmaster position held at time of retirement will be used in calculating the amount that is due.

EXAMPLE The employee's regular assigned position at time of retirement has a straight time daily rate of $150.00. The employee has 80 days in his sick leave reserve and 6 unused sick leave days from those to which he became entitled during the year of retire-
ment. Such employee would receive a payment of $6,450.00 (50% of 86 days equals 43 x $150.00 equals $6,450.00).

2. In the event an employee covered by this article becomes deceased while retaining an employment relationship with the Company, his or her estate will be given a cash payment equal to 50% of the unused sick leave in the sick leave reserve and to which the employee became entitled, if any, in the year of death. The straight time rate of pay of the regularly assigned yardmaster position held at the time of the employee's death will be used in calculating the amount due.

3. An employee who is off account of bona fide sickness in any calendar year in excess of the allowance entitled to under Parts A and B shall be allowed sick leave and compensated to the extent of unused sick leave in his or her sick leave reserve. Sick leave entitlement for the current year must be used before any sick leave in the sick leave reserve can be used.

4. An employee who leaves the service of the company for any reason other than to retire under the U.S. Railroad Retirement Act or due to his or her death will not be entitled to any pay for unused sick days.

D. Terms and Conditions Governing Sick Leave Entitlement - Applies To Yardmasters Having Seniority Date As Such On Or Before January 31, 1992

1. The employing officer must be satisfied that the illness is bona fide and satisfactory evidence as to the illness, in the form of a certificate from a physician, may be required.

2. It will be optional with the company to fill, partially fill or blank the position of an employee who is absent account of his personal sickness and is receiving sick leave compensation. If the company elects to fill the position, appropriate rules of the agreement will be followed. The use of other on-duty yardmaster employees on other positions to perform the duties of the absent employee is permissible.

3. No allowance will be made under this article for any day on which the employee is entitled to compensation under other provisions of the working agreement.

4. Sick leave benefits or allowances under two or more agreements with the Carrier shall not be combined to create benefit allowances more than the maximum provided for in any such agreements.

5. Any sick leave allowance to be paid by the Company under this article shall be reduced in amount by the
maximum daily allowance which the employee will be paid, or could be paid, if proper claim were made by said employee under the Railroad Unemployment Insurance Act. In computing such supplemental allowance, only the period during which the employee is accorded sick leave allowance as provided in this article will be considered.

6. Articles, rules or practices that may conflict herewith are amended to conform hereto.

ARTICLE IV - SUPPLEMENTAL SICKNESS BENEFIT PLAN

The signatory parties hereby adopt the October 31, 1978 Supplemental Sickness Benefit Agreement, as amended effective July 1, 1982 (Sickness Agreement - Retiree Medical Insurance) and as may be further amended pursuant to Presidential Emergency Board No. 219; and interpreted, clarified and modified by the Special Board established pursuant to Public Law 102-29. This article applies to GTW-DT&I and D&TSI yardmasters having seniority date on or before January 17, 1992 and to GTW-DT&I and D&TSI employees who become yardmasters subsequent to the date of this agreement.

ARTICLE V - 401(k) PLAN

The Company will establish by May 1, 1992, an Employee Savings Plan designed and intended to operate in conformity with Section 401(k) of the Internal Revenue Code, as amended. The provisions of the Plan will conform to the principles contained in Attachment A to this document. Except for changes in the Plan mandated by subsequent change in the Internal Revenue Code, no additions or changes may be made in Attachment A except by mutual agreement of the parties. The parties to this Agreement will not serve nor progress, prior to the attrition of all employees holding seniority as of June 24, 1980, any notice or proposal for changing the specific provision of Attachment A hereto.

ARTICLE VI - HEALTH AND WELFARE

The parties will adopt the provisions of the national settlement on Health and Welfare issues.

The Organization agrees to adopt employee cost sharing provisions included in the national settlement to the extent that employee contributions shall equal but not exceed the year to year cost sharing provisions agreed to in the national settlement through 1994. Employee cost sharing will equal the dollar amount contributed under the national agreement and will be recovered from the amount generated by the general wage increases effective December
31, 1991 and December 31, 1992 and the lump sum payment effective December 31, 1993. It is understood and agreed that the employee cost sharing provision of Health and Welfare shall not be extended into 1995 except by agreement.

ARTICLE VII - EFFECTIVE DATE OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall become effective 30 days following the date the Agreement is ratified.

ARTICLE VIII - MORATORIUM

Section 1 - This Agreement is in full and final settlement of the Company's Notice of April 4, 1988 and the Organization's Notice dated July 25, 1988.

All rules, practices and agreements in effect between the Grand Trunk Western Railroad and the Organization, unless specifically modified, changed or abrogated herein, will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended. However, neither party may serve or progress any new notices prior to September 1, 1993 (not to become effective prior to January 1, 1994). In addition, all other pending notices are withdrawn.

FOR THE UNITED TRANSPORTATION UNION-YARDMASTER DEPARTMENT

[Signature]
General Chairman

FOR THE GRAND TRUNK WESTERN RAILROAD COMPANY

[Signature]
Director, Labor Relations

APPROVED:

[Signature]
Assistant to President

[Signature]
Assistant Director, Labor Relations

[Signature]
Manager, Labor Relations

[Signature]
Manager, Labor Relations

Date: Feb 10, 1992
January 31, 1992

Letter No. 1

Mr. L. E. Miller, General Chairman
United Transportation Union
Yardmaster Department
13190 S. 38th Street
Vicksburg, MI  49097

Dear Sir:

This will confirm our understanding that the lump sum payments provided in the agreement of this date will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

Please indicate your agreement by signing in the space provided below.

Yours very truly,

E. M. Bouchard
Director, Labor Relations

Agreed:

[Signature]

General Chairman -
UTU - Yardmaster Dept.

Date:  Feb 12, 1992
January 31, 1992
Letter No. 2

Mr. L. E. Miller, General Chairman
United Transportation Union -
   Yardmaster Department
13190 S. 38th Street
Vicksburg, MI 49097

Dear Sir:

This refers to Article I, Section 1 - Lump Sum Payment, of the agreement dated January 17, 1992 with your Organization and will confirm our understanding that this lump sum payment will be paid to each employee subject to this agreement who has an active employment relationship as of January 31, 1992.

It is further understood that deceased employees or those who have retired or have been dismissed, suspended or on leave of absence between July 1, 1988 and December 31, 1991 will receive a pro-rated portion of the lump sum payment and $83.33 per month will be deducted from the $3500.00 lump sum payment for each month in which they did not perform compensated service from July 1, 1988 to December 31, 1991. Employees hired after July 1, 1988 will receive a pro-rated portion of the lump sum payment and will be compensated $83.33 per month for each month in which they perform compensated service from date of hire until December 31, 1991. There shall be no duplication of this lump sum payment by reason of employment under an agreement with another organization.

If the foregoing properly reflects your understanding, then so signify by signing in the space provided below.

Yours very truly,

E. M. Bouchard
Director, Labor Relations

Agreed:

[Signature]
General Chairman - UTU
   Yardmaster Department

Date: Feb 12, 1892
January 31, 1992
Letter No. 3

Mr. L. E. Miller, General Chairman
United Transportation Union -
Yardmaster Department
13190 S. 38th Street
Vicksburg, MI 49097

Dear Sir:

Reference is made Article II A - Procedure For Filling Temporary D&TSL Yardmaster Vacancies - and confirms our agreement with regard to related matters as follows.

1. The Organization agrees to fully and finally withdraw all claims and grievances, including the initial handling level, of record which seek punitive compensation for the filling of yardmaster temporary vacancies that are currently being progressed as allegedly violative of the D&TSL yardmasters' working agreement. The organization also agrees to withdraw its November 13, 1991 request for a public law board in connection with the above described claims. Claims of record at the labor relations appeal level are identified below:

<table>
<thead>
<tr>
<th>RYA File</th>
<th>Carrier File</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTS 001</td>
<td>8390-2-666</td>
</tr>
<tr>
<td>002</td>
<td>8390-2-667</td>
</tr>
<tr>
<td>003</td>
<td>8390-2-668</td>
</tr>
<tr>
<td>004</td>
<td>8390-2-669</td>
</tr>
<tr>
<td>005</td>
<td>8390-2-670</td>
</tr>
<tr>
<td>006</td>
<td>8390-2-671</td>
</tr>
<tr>
<td>007</td>
<td>8390-2-672</td>
</tr>
<tr>
<td>008</td>
<td>8390-2-676</td>
</tr>
<tr>
<td>009</td>
<td>8390-2-677</td>
</tr>
<tr>
<td>010</td>
<td>8390-2-678</td>
</tr>
<tr>
<td>011</td>
<td>8390-2-679</td>
</tr>
</tbody>
</table>

2. Withdrawal of the claims at the initial handling level and those listed above is made without in any way establishing a precedent and is made without prejudice to
either parties' contentions relative to the rules and practices.

Please affix your signature in the space provided below if the foregoing accurately reflects our agreement.

Yours very truly,

E. M. Bouchard  
Director Labor Relations

Agreed:

[Signature]

General Chairman -  
Yardmaster Department

Date: Feb 12, 1992
January 31, 1992

Letter No. 4

Mr. L. E. Miller, General Chairman
United Transportation Union
Yardmaster Department
13190 S. 38th Street
Vicksburg, MI 49097

Dear Sir:

Reference is made to the various proposals and drafts exchanged between the parties antecedent to adoption of the various articles that appear in our agreement dated January 31, 1992.

This will confirm our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Please affix your signature in the space provided below if the foregoing accurately reflects our agreement.

Yours very truly,

E. M. Bouchard
Director, Labor Relations

Agreed:

[Signature]
General Chairman -
UTU - Yardmaster Dept.

Date: Feb 12, 1992
January 31, 1992
Letter No. 5

Mr. L. E. Miller, General Chairman
United Transportation Union
Yardmaster Department
13190 S. 38th Street
Vicksburg, MI 49097

Dear Sir:

Reference is made to (1) Section 1 - Lump Sum Payment, Article I - Wages, which provides for a 3% increase effective December 31, 1991; (2) paragraph C, Incidental Duties - DTSL, Article II - WORK RULES, which eliminates the fifteen (15) minutes per day arbitrary for the performance of Incidental Duties; and (3) paragraph D, Rate of Pay of DTSL Yardmaster Positions, ARTICLE II - WORK RULES.

Attached is a sheet that displays application of the rate increases and back pay effective December 31, 1991, and discontinuance of the fifteen (15) minutes incidental duties arbitrary.

Please affix your signature in the space provided below if the foregoing accurately reflects our agreement.

Yours very truly,

E. M. Bouchard
Director Labor Relations

Agreed:

[Signature]

General Chairman
- Yardmaster Department

Date: Feb 12, 1992
**RATE INCREASES**

<table>
<thead>
<tr>
<th>Area</th>
<th>Rate Increase</th>
<th>Effective Date</th>
<th>Increase Rate</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTW/DTI</td>
<td>3% effective December 31, 1991 (increased rate = 1.03 x 145.12)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTS-L</td>
<td>3% effective December 31, 1991 (increased rate = 1.03 x 133.43)</td>
<td></td>
<td></td>
<td>New rate (1.03 x 145.12) effective 30 days following the date of ratification</td>
</tr>
</tbody>
</table>

**BACK PAY**

<table>
<thead>
<tr>
<th>Area</th>
<th>Rate Increase</th>
<th>Effective Date</th>
<th>Increase Rate</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTW/DTI</td>
<td>3% increase (.03 x 145.12) is retroactive for the period, December 31, 1991 up to the date the increased rate (1.03 x 145.12) is implemented by the payroll department.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTS-L</td>
<td>3% increase (.03 x 133.43) is retroactive for the period, December 31, 1991 up to the date the increased rate (1.03 x 133.43) is implemented by the payroll department, except that if the 3% increase (.03 x 133.43) is not implemented by the payroll department, then the 3% increase (.03 x 133.43) is retroactive for the period, December 31, 1991 up to the date the new rate (1.03 x 145.12) becomes effective.</td>
<td></td>
<td></td>
<td>Retroactive payment will include the resulting 3% increase, effective December 31, 1991, to the 15th incidental duties arbitrary. Effective thirty days following the date of ratification, the 15th incidental duties arbitrary paid to DTS-L yardmasters will cease being paid.</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE
GRAND TRUNK WESTERN RAILROAD COMPANY
AND ITS YARDMASTER EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION – YARDMASTER DEPARTMENT

The procedure governing the filling of temporary yardmaster vacancies on the GTW and DTI Seniority Districts is as follows:

1. (a) By calling available off duty regularly assigned yardmasters in seniority order at the straight time rate of pay.

   NOTE: A regular assigned yardmaster will not be called in accordance with Paragraph 1(a) of this Agreement if he/she would be unavailable to fill his/her own regular assignment by accepting such call.

   (b) By calling available extra yardmasters in seniority order who stand to work at the straight time rate of pay.

   (c) By calling available regularly assigned yardmasters in seniority order at the time and one-half rate of pay.

   (d) By calling available extra yardmasters in seniority order who stand to work at the time and one-half rate of pay.

2. No yardmaster will be permitted to work longer than two consecutive assignments. Regular assigned yardmasters may decline a call under this Agreement.

3. Articles, rules or practices that may conflict herewith are amended to conform hereto.

4. This Agreement is effective __July 24, 1992__, and may be automatically cancelled by either party giving the other party twenty (20) days written notice to that effect up to November 1, 1992. Thereafter, it will continue in effect subject to provisions of the Railway Labor Act, as amended.

FOR THE
UNITED TRANSPORTATION UNION
- YARDMASTER DEPARTMENT

[Signature]
General Chairman

Date: __July 24, 1992__

FOR THE
GRAND TRUNK WESTERN RAILROAD CO.

[Signature]
Director, Labor Relations
Labor Relations/Detroit, Michigan/June 9, 1992

Our File: SL 71.04

Mr. G. H. Rader
Manager Crew Dispatchers
Pontiac, Michigan

This refers to our recent phone conversations relative to the procedures for filling temporary yardmaster vacancies pursuant to Article II, Sections A and B of the January 31, 1992 Yardmasters' Agreement. Paragraph 1(a)(ii) and (iii) of Sections A and B are reproduced below:

(ii) A list shall be prepared of regularly assigned yardmasters who desire to be called for temporary vacancies at the straight time rate of pay.

(iii) A regular assigned yardmaster may decline a call under this paragraph 1(a); however, if called in accordance with 1(c), he will be compensated at the straight time rate of pay.

You indicated that there have been a few occurrences where, in anticipation of being called for an assignment at time and one-half rate if not on the list, regular assigned yardmasters have furnished written notification of their desire to be removed from the list and then, a short time later (after filling the vacancy at time and one-half rate), these same individuals furnish written notification of their desire to be added back to the list.

Paragraph 1(a)(ii) is silent concerning the procedures by which an employee is added or removed from the list or whether an employee, once added to the list, even has the option to remove himself from the list. Until recently, there has not been a problem in the application of paragraph 1(a)(ii), that is, employees have not removed, then added themselves to the list on a day-to-day basis for the sole purpose of being paid time and one-half rate for an assignment that they would have stood to work at straight time rate had they remained on the list.
The Agreement contemplates the establishment of reasonable procedures for maintaining lists of regular assigned yardmasters to be called ahead of extra board yardmasters. Therefore, we recommend that the following instructions be issued to all yardmasters:

CIRCULAR

Effective immediately, regular assigned yardmasters will be given the opportunity to add or remove their name from the list of those who desire to be called for temporary vacancies ahead of extra board yardmasters in accordance with the following procedure:

1. Submit a written request to be added or removed from the list to G. Rader, Manager, Crew Management (Fax ext. 4810).

2. Requests will be placed in effect once a week at 12:00 p.m. on Monday.

----------End of Suggested Circular----------

If you would like to discuss this matter further, please give me or Dick O'Brien a call.

[Signature]
M. A. Rose
Manager, Labor Relations

cc: J. A. DeRoche
R. J. O'Brien
K. R. Knox
E. E. Shepard

In some instances, regular assigned yardmasters who have elected to be called ahead of extra yardmasters, and who, therefore, are not entitled to time and one-half rate, are being paid time and one-half rate as a result of "deals" made with supervisors. While the payment of time and one-half may seem like a small price to pay in order fill the position, in the long run it simply encourages yardmasters to decline straight time calls in anticipation of being offered time and one-half rate.
December 18, 1992

File: 3-53

Mr. L. T. Wizauer
District Manager
Flatrock, MI

Reference is made to the telephone call from you, Larry Akers and Ed Pavlica yesterday, regarding abolishment of the third trick yardmaster position at Hamtramck effective December 18, 1992 during the holidays and permanently thereafter if you find it operationally feasible to do.

My understanding is that there are no remaining duties involved that accrue to yardmasters or any class of employees. Please note the below duties and responsibilities that are set forth in the yardmasters scope rule:

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

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

1. The purpose of this Agreement is to enumerate the principal duties customarily and traditionally performed by the craft of yardmasters.

Also there is a long line of precedent on Grand Trunk and other roads which establishes that the company has the right to abolish yardmaster positions in territories it designates.

R. J. O'Brien
Assistant Director
Labor Relations

cc: L. Akers
    E. Pavlica
Model Employee Savings Plan
MODEL EMPLOYEE SAVINGS PLAN

The benefits from the Employee Savings Plan would be paid from a Trust Account dedicated to the Plan. The Plan is designed and intended to operate in conformity with Section 401(k) of the Internal Revenue Code.

PURPOSE

The Employee Savings Plan provides eligible employees a percentage of their pay to a tax deferred Savings-Investment account in preparation for retirement.

ELIGIBILITY

All U.S. employees in crafts which are signatories to this Plan are eligible to participate so long as they have completed at least six months of service. However, employees can only enroll in the Plan at one of the semi-annual enrollment periods which occur in March and September.

HOW THE PLAN WORKS

The basic operation of the Plan is:

- The member contributes into the Plan through regular payroll deductions at a specified percentage rate from 1 - 10%.

- Tax Withholding is not taken from these contributions.

- The contributions are divided between three investments.

- No taxes are paid on earnings from investments in the account until withdrawn, and then more favorable tax treatments may be available.
Thus there are three types of additions which can be made to the member's account:

1. **EMPLOYEE CONTRIBUTIONS**

   The decision to contribute is completely voluntary. Contributions are made from earnings before Federal Income Taxes are taken out, from 1% of pay up to 10% of total salary.

2. **IMMEDIATE TAX SAVINGS**

   Federal Withholding Taxes that would have been paid on the money you contributed are instead deposited into the Plan Account. State and Local Income Taxes are also not paid on contributions in most cases.

3. **TAX-DEFERRED EARNINGS**

   No taxes are paid on any earnings on contributions until they are withdrawn. Because of this, investment earnings can grow without paying any current taxes.

**INVESTMENT OPTIONS**

The Plan would offer three options for investing. Members can select the single option or that combination of options that best suit their needs:

**MONEY MARKET:**

Scudder Cash Investment Trust is a managed portfolio of short-term securities which mature in not more than one year. Its dual objectives are to maintain the stability and liquidity of capital and to provide current income.

**INCOME:**

Scudder Income Fund seeks income from bonds and high-yielding common stocks with due consideration to the prudent investment of capital.
SCUNDER GROWTH AND INCOME FUND seeks long-term growth of capital, current income, and growth of income primarily from common stocks and securities convertible into common stocks.

Members may select the percentages of contributions to go into each of the investment options. One may choose to have a portion go into each of the three, two of the three, one of the three, or have it all go into one of the three. Contributions are to be divided in 25% multiples among the three investment options.

CHANGES IN MEMBER ACCOUNTS

Twice each year, in March and September, participants have the opportunity to:

- adjust the amount of contributions up or down
- change how contributions/fund balances are invested

Contributions may be suspended at any time. However, once suspended, contributions may not be resumed until the next account change date.

VESTING

All dollars in the member's account are vested immediately. Vesting means a guaranteed right to a benefit from the Plan. In other words, if the member ever leaves the company for any reason, he or she will automatically receive the full value of the account, including contributions. The tax savings, and all earnings. Accounts are valued as of the last trading day for each month's contributions.

TRANSFERS

If an employee transfers between two crafts covered by this Plan, participation can continue. If the transfer is
to a craft not covered by this Plan or to management, the account can receive no further contributions until return, retirement or employment termination.

WITHDRAWALS FOR ACTIVE EMPLOYEES

Withdrawals for active employees are generally not allowed. However, there can be a withdrawal without penalty under the following circumstances:

- termination of employment
- disability
- death
- retirement
- age 59 1/2
- financial hardship (as defined by current Federal Regulations for this and similar plans).

A Financial Hardship Withdrawal requires demonstration that funds are not available from another source and approval of the Plan administrator. All Financial Hardship Withdrawals must comply with regulations and interpretations established by the IRS and Congress.

LOAN PROVISIONS

There is even a way to receive part of one’s account value without paying taxes. A member can borrow from his or her account without paying taxes. The minimum loan is $1,000. For all accounts, 50% of the account can be borrowed up to a maximum of $50,000.

All loans must be repaid with interest within five (5) years. Any outstanding loan balance must be repaid before a new loan can be made. Loans will have an interest rate equal to 1% more than the prime rate as established by the National Bank of Detroit at the time of the loan.

As the loan is repaid, all interest will be credited back into the member's own account.

Rules applying to accounts at time of withdrawal:

1. At time of withdrawal, the member has the option of receiving cash or shares in connection with
the three Scudder Investment Funds. In either form, the Federal Regulations governing this and other similar plans would enable the member to roll over the distribution from this Plan into an IRA account without paying taxes until later withdrawal.

2. If distribution takes place after retirement, the member is likely to be in a lower tax bracket than during the active career.

**CONTRIBUTION LIMITATIONS**

The Internal Revenue Service required that savings plans which permit employees to obtain these tax advantages meet rather complex tests which assure a fair mix of contributions from participants at all earnings levels. In order to maintain the proper balance, it may be necessary to limit the contributions made by the higher-paid participants by adjusting these contributions to within IRS limitations. The company will monitor these contributions month-by-month. If such an adjustment becomes necessary, those employees affected will be notified.
Grand Trunk Western

And

United Transportation Union Yardmaster Department

June 15, 1987 Agreement
SYNOPSIS

YARDMASTER DEPARTMENT - UTU
NATIONAL AGREEMENT
DATED JUNE 15, 1987

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

(The only Lump Sum Payment due Yardmaster employees ($565.00 maximum payment) was previously authorized and implemented - per notification letter dated May 7, 1987.)

Sections 2 through 7 - General Increases

1% - Effective November 1, 1985
2% - Effective January 1, 1986
1.5% - Effective July 1, 1986
2.25% - Effective January 1, 1987
1.5% - Effective July 1, 1987
2.25% - Effective January 1, 1988

(The Carrier will make every effort to expedite retroactive payments due under these Sections, and, to the extent practicable, such payments will be made no later than August 14, 1987.)

ARTICLE II - COLA

The 11½ COLA float from last agreement is not rolled into basic rate until June 30, 1988. (Please note that the existing 11½ COLA rate for Yardmasters differs from other crafts' agreements.)

The formula, caps and application under Article II are self-explanatory.

All COLA allowances in effect on June 30, 1988 shall be rolled into basic rates of pay.
ARTICLE III - RATE PROGRESSION

Similar to that contained in most other National Agreements - provides entry rates for first sixty (60) calendar months of service ranging from 75% of rates of pay for the first 12 calendar months, with 5% difference in each subsequent 12 calendar month period.

Please NOTE the following:

1. The Rate Progression provision only covers employees entering Yardmaster Service on Yardmaster positions on or after June 15, 1987.

2. Service with the Carrier in a craft represented by another Union is also included in determining the calendar month periods of employment under this provision.

ARTICLE IV - TERMINATION OF SENIORITY

The seniority of any Yardmaster employee whose seniority as such is established after June 15, 1987 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

ARTICLE V - HEALTH AND WELFARE

Coverage of temporomandibular joint dysfunction (TMJ) on interim basis.

Hospital pre-admission and utilization review program.

Vacation pay qualifies furloughed employee for benefits (end 1/1/88).

Eliminate reinsurance.

Special Committee to study and make recommendation on cost containment, cost sharing, financing, joint policy holder structure, and submitting plan to competitive bids.
Right to pursue present H&W notices relating to GA-23000 and GA-46000 benefits after recommendations have been made without necessity to serve new notices.

ARTICLE VI - GENERAL PROVISIONS

(Self-explanatory)

ATTACHMENTS - (SELF-EXPLANATORY)

#7 "Therefore, it was agreed that on any individual carrier desiring to pursue efficiency improvements, conferences will be held promptly upon request. You further indicate that to the extent possible the national officers of Yardmasters Department, UTU, will encourage and assist in obtaining a mutually satisfactory resolution to such discussions."

#9 When personal leave days are taken either immediately preceding or following a holiday occurring during a vacation period or on a rest day, such work day immediately preceding or following a personal leave day are considered as the qualifying days for holiday purposes.

Labor Relations Department
June 24, 1987
CIRCULAR NO. 731-3

TO MEMBER ROADS:

This has reference to our previous Circulars of the 731 series with respect to the national wage and rules dispute involving employees represented by the Yardmasters Department, United Transportation Union (former Railroad Yardmasters of America).

With our Circular No. 731-2-2, dated June 3, 1987, we furnished copy of the Findings and Award of the Arbitration Board dated June 1, 1987 (with Messrs. Robert E. Peterson and Richard R. Kashef as the arbitrators) in connection with this matter.

There is attached copy of a formal Agreement, dated June 15, 1987, implementing the Arbitration Board Award. There also is attached copy of a separate letter, same date, addressed to Mr. Roy by Mr. Hopkins, concerning the various retroactive wage provisions of the Agreement.

Yours very truly,

R. T. KELLY

Director of Labor Relations
AGREEMENT

DATED JUNE 15, 1987

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
YARDMASTERS DEPARTMENT
UNITED TRANSPORTATION UNION

GRAND TRUNK
WESTERN RAILROAD CO.

JUN 2 2 1987
DIRECTOR, LABOR RELATIONS
DETROIT, MICHIGAN
June 15, 1987

Mr. James L. Roy  
Assistant to President  
Yardmasters Department  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, OH 44107-4250

Dear Mr. Roy:

This refers to our discussion concerning the various retroactive wage provisions of the Agreement of this date, specifically, Article I, Section 2 to 7, inclusive.

The carriers will make every effort to expedite payments due under these provisions and, to the extent practicable, such payments will be made no later than 60 days from the date of the Agreement. Where a carrier is unable to meet this obligation, it shall advise your office as promptly as possible and explain why it is unable to do so and the date it expects to make such payments.

Very truly yours,

C. I. Hopkins, Jr.
AGREEMENT

THIS AGREEMENT, made this 15th day of June, 1987, by and be-
tween the participating carriers listed in Exhibit A attached hereto
and made a part hereof, and represented by the National Carriers' Con-
ference Committee, and the employees of such carriers represented by
the Yardmasters Department - United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

A lump sum payment, calculated as described below, will be
paid to each employee subject to this Agreement who established an em-
ployment relationship prior to the date of this Agreement and has re-
tained that relationship or has retired or died. There shall be no
duplication of lump sum payments by virtue of employment under an
agreement with another organization.

Employees with 2,150 or more straight time hours paid for
(not including any such hours reported to the Interstate Commerce Com-
mision as constructive allowances except vacations and holidays) dur-
ing the period July 1, 1984 through July 31, 1985 will be paid $565.00.
Those employees with fewer straight time hours paid for will be paid an
amount derived by multiplying $565.00 by the number of straight time
hours (including vacations and holidays, as described above) paid for
during that period divided by 2,150.

Section 2 - First General Wage Increase

Effective November 1, 1985, each basic monthly rate of pay in
effect on October 31, 1985, for employees covered by this Agreement,
shall be increased by 1 percent representing a general wage increase.
Where basic monthly rates are not in effect, an equivalent adjustment
shall be made. The cost-of-living allowance of 11 cents per hour in
effect on October 31, 1985 will not be included with basic rates in
computing the amount of this increase.

Section 3 - Second General Wage Increase

Effective January 1, 1986, each basic monthly rate of pay in
effect on December 31, 1985, for employees covered by this Agreement,
shall be increased by 2 percent representing a general wage increase.
Where basic monthly rates are not in effect, an equivalent adjustment
shall be made. The cost-of-living allowance of 11 cents per hour in
effect on December 31, 1985 will not be included with the basic rates in computing the amount of this increase.

Section 4 - Third General Wage Increase

Effective July 1, 1986, each basic monthly rate of pay in effect on June 30, 1986, for employees covered by this Agreement, shall be increased by 1.5 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 11 cents per hour in effect on June 30, 1986, will not be included with the basic rates in computing the amount of this increase.

Section 5 - Fourth General Wage Increase

Effective January 1, 1987, each basic monthly rate of pay in effect on December 31, 1986, for employees covered by this Agreement, shall be increased by 2.25 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 11 cents per hour in effect on December 31, 1986 will not be included with the basic rates in computing the amount of this increase.

Section 6 - Fifth General Wage Increase

Effective July 1, 1987, each basic monthly rate of pay in effect on June 30, 1987, for employees covered by this Agreement, shall be increased by 1.5 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 11 cents per hour in effect on June 30, 1987 will not be included with the basic rates in computing the amount of this increase.

Section 7 - Sixth General Wage Increase

Effective January 1, 1988, each basic monthly rate of pay in effect on December 31, 1987, for employees covered by this Agreement, shall be increased by 2.25 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 11 cents per hour in effect on December 31, 1987 will not be included with the basic rates in computing the amount of this increase.

Section 8 - Reduction

Wage rates resulting from the increases provided in this Article will not be reduced under Article II.

Section 9 - Application of Wage Increase

Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered, and arbitrations representing duplicate time payments will not be increased.
Section 10 - Coverage

The general increases in wages provided for in this Article shall be applied only to employees who have a current employment relationship under an agreement with the organization signatory hereto or who have retired or died subsequent to December 1, 1985.

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

Section 1 - Amount and Effective Dates of Cost-Of-Living Adjustments

(a) The cost-of-living allowance which, on December 31, 1987 will be 11 cents per hour, will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (e) and (g) below, 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 BLS Consumer Price Index. A cost-of-living adjustment may be made effective January 1, 1988, based (subject to paragraph (e) below) on the BLS Consumer Price Index for September 1987 as compared with the index for March 1987. If such an adjustment is made, it will be made effective according to the formula set forth in paragraph (f) below as limited by paragraph (g) below.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that any part of such allowance generated after December 31, 1987 shall not apply to special allowances and arbitrarians representing duplicate time payments.

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

(d) On June 30, 1988 all of the cost-of-living allowance then in effect shall be rolled into basic rates of pay and the cost-of-living allowance in effect will be reduced to zero. Accordingly, the amount rolled in will not apply to special allowances and arbitrarians representing duplicate time payments except to the extent it includes part or all of the 11 cents per hour in effect on December 31, 1987.

(e) Cap. In calculations under paragraph (f) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:
Effective Date of Adjustment
(1)

January 1, 1988

Maximum C.P.I. Increase Which May Be Taken Into Account
(2)

8% of September 1986 CPI, less the increase from September 1986 to March 1987

(f) Formula. The number of points change in the BLS Consumer Price Index during the measurement period, as limited by paragraph (e) above, will 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 will not be counted.)

The cost-of-living allowance in effect on December 31, 1987 will be adjusted (increased or decreased) effective January 1, 1988 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 (e) above, in the BLS Consumer Price Index during the measurement period from the base month of March 1987 to the measurement month of September 1987. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 1987 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains above zero.

(g) Offsets. The cost-of-living increase, if any, to be paid effective January 1, 1988 is limited to that in excess of 51 cents per hour.

(h) Continuance of the cost-of-living adjustments 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 Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.
Section 2 - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(d). Each one cent per hour of cost-of-living allowance will be applied to basic monthly rates of pay produced by application of the general wage increase provisions of Article I and by Section 1(d) of this Article II on each railroad in the same manner as used in applying the cost-of-living adjustment provisions of the June 16, 1982 National Agreement.

ARTICLE III - 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 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.

Section 2 - Preservation of Lower Rates

Agreements which provide for rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first sixty (60) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

ARTICLE IV - TERMINATION OF SENIORITY

The seniority of any employee whose seniority under an agreement with the organization signatory hereto is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

ARTICLE V - BENEFITS PROVIDED UNDER THE RAILROAD EMPLOYEES NATIONAL HEALTH AND WELFARE PLAN

Section 1 - Continuation of Plan

Except as provided in this Article, the benefits and other provisions under the Railroad Employees National Health and Welfare Plan will be continued subject to the provisions of the Railway Labor Act as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust.
Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2 - Benefit Changes

The following changes in benefits provided under the Plan and in matters related to such benefits will be made:

(a) Hospital Pre-Admission & Utilization Review Program - This program shall include a comprehensive guidance and support structure for employees and other beneficiaries covered by the Plan and their physicians beginning prior to planned hospitalization and continuing through recovery period. The program shall include, among other things, review of the propriety of hospital admission (including the feasibility of ambulatory center or out-patient treatment), the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence. This program shall become effective as soon as practicable in order to provide adequate time to set up and communicate the program.

(b) Extension of Benefits - Effective as of the date of this Agreement, vacation pay received by a furloughed employee shall qualify such employee for benefits under the Plan and will generate premium payments on his behalf. This provision will be cancelled effective January 1, 1988.

(c) Reinsurance - Reinsurance will be discontinued effective January 1, 1987.

Section 3 - Special Committee

(a) A Special Committee selected by the parties will be established for the purpose of reviewing and making recommendations concerning ways to contain health care costs consistent with maintaining the quality of medical care; and reviewing the existing Plan structure and financing and making recommendations in connection therewith. In addition, the Committee may review and make recommendations with respect to any other matter included in the parties' notices with respect to the health care plan.

(b) The Committee shall retain the services of a recognized expert on health care systems to serve as a neutral chairman. The fees and expenses of the chairman shall be paid by the parties.

(c) The Committee shall be convened as promptly as possible and meet periodically until all of the matters that it considers are resolved. However, if the Committee has not resolved all issues by July 1, 1987, the neutral chairman will make recommendations on such
unresolved issues no later than August 1, 1987. Upon voluntary resolution of all issues or upon issuance of recommendations by the neutral chairman, whichever is later, the Committee shall be dissolved.

(d) The proposals of the parties concerning health benefits (specifically, the organization's proposals dated March 5, 1984, entitled "Revise Contract Policy GA-23000" and "Revise Contract Policy GA-46000", and the carriers' proposals dated on or about March 7, 1984, entitled "Insured Benefits") shall be held in abeyance pending efforts to resolve these issues through the procedure established above. If, after 60 days from the date the neutral chairman makes his recommendations, the parties have not reached agreement on all unresolved issues, the notices may be progressed under the procedures of the Railway Labor Act, as amended.

(e) Agreement reached by the parties on these issues will provide for a contract duration consistent with the provisions of Article VI of the Agreement, regardless of whether such agreement occurs during the time that the proposals of the parties are held in abeyance or subsequent to the time that they may be progressed in accordance with the procedures of the Railway Labor Act as provided for above.

ARTICLE VI - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about March 5, 1984 and May 14, 1984 covering wages, rules, health and welfare, and supplemental sickness benefits and proposals served by the carriers for concurrent handling therewith. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through June 30, 1988 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in Section 2(c) of this Article, the parties to this Agreement shall not serve, prior to April 1, 1988 (not
to become effective before July 1, 1988), any notice or proposal for the purpose of changing the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section and any pending notices which propose such matters are hereby withdrawn.

(c) The notices of the parties referred to in Article V of this Agreement may be progressed in accordance with the provisions of Section 3(d) of that Article.

(d) During the term of this Agreement, pending proposals covering subject matters not specifically dealt with in paragraphs (a), (b) and (c) of this Section 2 need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act.

(e) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.


FOR THE PARTICIPATING CARRIERS
LIST IN EXHIBIT A:

Chairman

FOR THE EMPLOYEES REPRESENTED BY THE
YARDMASTERS DEPARTMENT, UNITED
TRANSPORTATION UNION

Assistant to President

J. L. Roy

J. B. Dagnan

R. F. Tremont

J. F. Jowsey

K. W. Olson

J. E. Masters

R. W. Olson

E. L. Leifer

R. G. Richter

R. C. Craft
FOR THE PARTICIPATING CARRIERS
LIST IN EXHIBIT A: (cont'd)

Robert St. Hugue

J. G. Heuler

R. C. Steele, Jr.

R. S. Swent

Robert E. Stid

Wm. A. Welch
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

It is understood that the lump sum payment provided in Article I of the Agreement of this date will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

This confirms our understanding that the provisions of rules or practices pertaining to Rate Progression shall continue to apply to employees covered by such rules hired before the date of this Agreement.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree

J. L. Roy
Mr. James L. Roy  
Assistant to President  
Yardmasters Department  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, OH 44107-4250

Dear Mr. Roy:

This confirms our understanding with respect to incorporating a Hospital Pre-Admission and Utilization Review Program as part of the benefits provided under the Railroad Employees National Health and Welfare Plan in accordance with Article V, Section 2(a) of the Agreement of this date.

By agreeing to this benefit program, our principal objectives are to reduce in-patient hospital utilization thereby minimizing exposure to risks of hospitalization or unduly prolonged hospitalization and the risks of unnecessary surgery by encouraging both employee and physician to make the most patient-sensitive and at the same time cost-effective decisions about treatment alternatives.

The program accomplishes these objectives by providing to employees and other beneficiaries ready access to knowledgeable professional personnel when making decisions about their health care. A number of patient-centered services are provided and designed in a manner so as not to impose significant added burdens on individual employees. The comprehensive guidance and support structure begins prior to planned hospitalization and continues through any recovery period.

Specifically, the program shall include review of the propriety of hospital admission (including consideration of health care alternatives such as the use of ambulatory centers or out-patient treatment) benefit counseling, the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence.
We have attached to this letter descriptions of programs currently offered by three leaders in this field that describe in greater detail the operations of these programs and what specifically is involved. These attachments are intended as informational only, describing the kind of program we will establish, and do not suggest that the program we ultimately adopt is limited to what is described or is to be administered by these particular parties.

In order that the program achieves its intended objectives, we have agreed to institute appropriate incentives. For those employees who use the program, plan benefits will be paid as provided and the employee and family will receive the full protection and security of professionals managing their hospital confinement and recovery. For employees who do not use the program, plan benefits will be paid only under the Major Medical Expense Benefit portion of the Plan with the Plan paying 65% of covered expenses. However, a maximum total employee expense limitation - "stop-loss" - will be maintained.

We recognize that the program described cannot be implemented overnight but will require careful review and examination on the part of us all and will include, as well, time to inform the employees and other beneficiaries covered under the Plan. The Joint Policyholder will develop and implement an educational program for the purpose of fully informing plan participants of the pre-certification program and their responsibilities thereunder. Furthermore, it is anticipated that the program will include use of alternative facilities, such as home health care options, hospices, office surgery, ambulatory surgi-centers and birthing centers, some of which are either not covered under the Plan now or are not available in the manner envisioned under this new program. Thus, for these reasons we have agreed that implementation of the program will not occur until practicable and that the intervening time will be used to assure that its adoption shall be a constructive and useful addition to the benefits currently provided under the Plan.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

[C. I. Hopkins, Jr.]

Attachments (Descriptive material furnished Yardmasters Department - United Transportation Union)

I agree:

[J. L. Roy]
June 15, 1987

Mr. Charles I. Hopkins, Jr.
Chairman
National Railway Labor Conference
1901 L Street, N.W., Suite 500
Washington, DC 20036

Dear Mr. Hopkins:

This is to advise you that I am agreeable to the provisions of Article V, Health and Welfare Plan except that in Section 2(a), "Hospital Pre-Admission and Utilization Review Program", I will agree to the concept of the "Pre-Admission and Utilization Review Program" and will agree to its implementation after the Policyholders have met jointly with representatives of Travelers and have agreed on the changes and understandings that will be necessary to implement the program. There must be ample lead time to insure that all covered employees can be notified of the implementation date and will have adequate information about the plan so that they can comply with their responsibilities in the event they qualify for benefits under the plan.

I take no exceptions to the use of surplus funds, the Reinsurance proposal, the Special Committee and/or the moratorium proposals.

Very truly yours,

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

This refers to Article V, concerning health and welfare benefits. This confirms our understanding that the parties will meet as soon as practicable with representatives of Aetna and Travelers as well as knowledgeable professionals to determine an appropriate manner for covering claims involving temporomandibular joint dysfunction (TMJ) on an interim basis.

It is further agreed that this subject is a proper subject for review and recommendation of the Special Committee established under Section 3 of Article V and that the interim arrangement provided for above will continue only until such time as the issues submitted to the Special Committee are fully resolved.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

[Signature]

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

This confirms our understanding with respect to the appointment of a neutral person to serve as chairman of the Special Committee established pursuant to Article V, Section 3, of the Agreement of this date.

In the event we are unable to agree on such a person, the parties will seek the assistance of an appropriate third party for the purpose of providing assistance in identifying individuals qualified to serve in this capacity.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

This refers to our discussions during the negotiations that led to the Agreement of this date concerning our mutual interest in improving rail efficiency where practicable. Several matters were considered, such as revising existing rules and practices that restrict efficient and economical operations. However, you expressed the view that arrangements designed to improve efficiency have been handled successfully on some properties and that you preferred to encourage such handling.

Therefore, it was agreed that on any individual carrier desiring to pursue efficiency improvements, conferences will be held promptly upon request. You further indicated that to the extent possible the national officers of Yardmasters Department, UTU, will encourage and assist in obtaining a mutually satisfactory resolution to such discussions.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

During the course of negotiations leading to the Agreement of this date, we discussed establishing a new rate of pay applicable to yardmasters assigned to intermodal facilities where competitive demands require that costs be as low as is reasonably possible.

At present we are unable to determine if there are any employees represented by the Yardmasters Department, UTU, who are assigned to intermodal facilities. However, you recognized the problems confronting the carriers and, mindful of agreements reached with other organizations, stated that your organization would be willing to confer with local management and negotiate new rates for employees who may be assigned to such facilities in the future.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

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.

Please indicate your Agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

J. L. Roy
June 15, 1987

Mr. James L. Roy
Assistant to President
Yardmasters Department
United Transportation Union
14600 Detroit Avenue
Cleveland, OH 44107-4250

Dear Mr. Roy:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

J. L. Roy
RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MARCH 5, 1984, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT INDICATED IN THE PROPOSITION ATTACHED THERETO (HEALTH AND WELFARE), AND NOTICES, DATED ON OR ABOUT MAY 14, 1984, OF DESIRE TO REVISE, AMEND AND SUPPLEMENT ALL EXISTING AGREEMENTS GOVERNING RATES OF PAY, RULES AND WORKING CONDITIONS (ATTACHMENT "A"), AND TO REVISE AND SUPPLEMENT THE NATIONAL SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT OF OCTOBER 31, 1978, AS SUBSEQUENTLY REVISED (ATTACHMENT "B"), ATTACHED THERETO, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION (FORMER RAILROAD YARDMASTERS OF AMERICA), AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THERewith.

Alton & Southern Railway Company
Burlington Northern Railroad Company
CSX TRANSPORTATION:
  Baltimore and Ohio Chicago Terminal Railroad Company
  Baltimore and Ohio Railroad Company
  Chesapeake and Ohio Railway Company
  CSX Transportation, Inc.
  Seaboard System Railroad, Inc. which includes the
  former Seaboard Coast Line Railroad and former
  Louisville & Nashville Railroad
  Clinchfield Railroad
  Chicago and North Western Transportation Company
  Consolidated Rail Corporation
  @-Davenport, Rock Island and North Western Railway Company
  Denver and Rio Grande Western Railroad Company
  Des Moines Union Railway Company
  #-Duluth, Winnipeg & Pacific Railway Company
  #-Grand Trunk Western Railroad Company
  Houston Belt and Terminal Railway Company
  Illinois Central Gulf Railroad Company
  Kansas City Southern Railway Company
  Louisiana & Arkansas Railway Company
  Lake Superior Terminal and Transfer
  Missouri-Kansas-Texas Railroad Company
  Missouri Pacific Railroad Company
  $-Monongahela Railway Company
  #-National Railroad Passenger Corporation - Stationmasters only
  New Orleans Public Belt Railroad
  Norfolk and Western Railway Company
  @-#-Ogden Union Railway and Depot Company
  Peoria and Pekin Union Railway Company
  #-Pittsburgh & Lake Erie Railroad Company
  #-#-Pittsburgh, Chartiers & Toughiogheny Railway Company
  @-/-Portland Terminal Railroad Company
  Port Terminal Railroad Association
  Richmond, Fredericksburg and Potomac Railroad Company
EXHIBIT A
(UTU - Ymstr)

- 2 -

@-Soo Line Railroad
Southern Railway Company
Central of Georgia Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Alabama Great Southern Railroad Company
New Orleans Terminal Company
Carolina & Northwestern Railway Company
Georgia Southern and Florida Railway Company
Terminal Railroad Association of St. Louis

NOTES:

@ - Authorization excludes negotiation of the organization's notice of desire to revise and supplement existing health and welfare agreements, and such proposals as were served by the carrier for concurrent handling therewith.

# - Authorization excludes negotiation of the organization's notice of desire to revise and supplement existing wages and rules agreements, and such proposals as were served by the carrier for concurrent handling therewith.

‡ - Authorization excludes negotiation of the organization's notice of desire to revise and supplement all existing supplemental sickness agreements, and such proposals as were served by the carrier for concurrent handling therewith.

FOR THE CARRIERS:

June 15, 1987

FOR THE EMPLOYEES REPRESENTED BY THE YARDMASTERS DEPARTMENT, UNITED TRANSPORTATION UNION

[Signatures]

June 15, 1987
MEDIATION AGREEMENT, CASE A-10809

DATED JUNE 16, 1982

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
RAILROAD YARDMASTERS OF AMERICA
MEDIATION AGREEMENT

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:

ARTICLE I – GENERAL WAGE INCREASES

Section 1. – First General Wage Increase

Effective April 1, 1981, each basic monthly rate of pay in effect on March 31, 1981, for employees covered by this Agreement shall be increased by 2 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 58 cents per hour in effect on March 31, 1981 will not be included with basic rates in computing the amount of this increase.

Section 2. – Second General Wage Increase

Effective October 1, 1981, each basic monthly rate of pay in effect on September 30, 1981, for employees covered by this Agreement shall be increased by 3 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 90 cents per hour in effect on September 30, 1981 will not be included with basic rates in computing the amount of this increase.

Section 3. – Third General Wage Increase

Effective July 1, 1982, each basic monthly rate of pay in effect on June 30, 1982, for employees covered by this Agreement shall be increased by 3 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of $1.25 per hour which will be in effect on June 30, 1982 will not be included with basic rates in computing the amount of this increase.

Section 4. – Fourth General Wage Increase

Effective July 1, 1983, each basic monthly rate of pay in effect on June 30, 1983, for employees covered by this Agreement shall be increased by 3 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with basic rates in computing the amount of this increase.
Section 5.

All employees who had an employment relationship after March 31, 1981, shall receive the amounts to which they are entitled under Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have left the service of the carrier for any reason other than retirement or death.

Section 6.

Rates of pay resulting from the increases provided for in this Article will not be reduced under Article II.

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

Section 1. - Amount and Effective Dates of Cost-of-Living Adjustments

(a) A cost-of-living adjustment increase of 32 cents per hour will be made effective July 1, 1981. The amount of such adjustment will be added to the cost-of-living allowance of 58 cents per hour remaining in effect. As result of such adjustment, the cost-of-living allowance effective July 1, 1981 will be 90 cents per hour.

(b) A further cost-of-living adjustment increase of 35 cents per hour will be made effective as of January 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of 90 cents per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective January 1, 1982 will be $1.25 per hour.

(c) A further cost-of-living adjustment increase of 20 cents per hour will be made effective as of July 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of $1.25 per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective July 1, 1982 will be $1.45 per hour.

(d) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a), (b) and (c) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (h) and (i) below, 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 BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective January 1, 1983, based (subject to paragraph (h)(i) below) on the BLS Consumer Price Index for September 1982 as compared with the index for March 1982. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (h)(ii) below, according to the formula set forth in paragraph (i) below:
<table>
<thead>
<tr>
<th>Base Month (1)</th>
<th>Measurement Period (2)</th>
<th>Effective Date of Adjustment (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1982</td>
<td>September 1982</td>
<td>January 1, 1983</td>
</tr>
<tr>
<td>September 1982</td>
<td>March 1983</td>
<td>July 1, 1983</td>
</tr>
<tr>
<td>March 1983</td>
<td>September 1983</td>
<td>January 1, 1984</td>
</tr>
</tbody>
</table>

(e) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates and vacations in the same manner as basic wage adjustments have been applied in the past.

(f) The amount of the cost-of-living allowance, if any, which will 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.

(g) On December 31, 1983 the cost-of-living allowance in effect on January 1, 1983 shall be rolled into basic rates of pay and the cost-of-living allowance remaining in effect will be reduced by a like amount. On June 30, 1984, 50% of the cost-of-living allowance then in effect (rounded to the next higher cent if the allowance consists of an odd number of cents) shall be rolled into basic rates and the cost-of-living allowance remaining in effect will be reduced by a like amount.

(h) **Cap.** (i) In calculations under paragraph (i) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<table>
<thead>
<tr>
<th>Effective Date of Adjustment (1)</th>
<th>Maximum C.P.I. Increase Which May Be Taken into Account (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 1983</td>
<td>4% of March 1982 CPI</td>
</tr>
<tr>
<td>July 1, 1983</td>
<td>8% of March 1982 CPI, less the increase from March 1982 to September 1982.</td>
</tr>
<tr>
<td>January 1, 1984</td>
<td>4% of March 1983 CPI</td>
</tr>
</tbody>
</table>

(ii) If the increase in the BLS Consumer Price Index from the base month of March 1982 to the measurement month of September 1982, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July 1 will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4%
mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (i) below in calculation of the cost-of-living adjustment which will have become effective January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1982 to the measurement month of March 1983 in excess of 8% of the March 1982 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(i) **Formula.** The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (h) above, will 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 will not be counted.)

The cost-of-living allowance which will become effective July 1, 1982 as result of application of Section 1(c) will be adjusted (increased or decreased) effective January 1, 1983 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 (h) above, in the BLS Consumer Price Index during the measurement period from the base month of March 1982 to the measurement month of September 1982. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance which will have become effective July 1, 1982 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(j) Continuance of the cost-of-living adjustments 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 Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

**Section 2. - Application of Cost-of-Living Adjustments**

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become
part of basic rates of pay except as provided in Section 1(g). Each one cent per hour of cost-of-living allowance will be applied to basic monthly rates of pay produced by application of Sections 1, 2, 3 and 4 of Article I and by Section 1(g) of this Article II on each railroad in the same manner as used in applying the cost-of-living adjustment provisions of the October 31, 1978 National Agreement.

All employees who had an employment relationship after March 31, 1981, shall receive the amounts to which they are entitled under Article II regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have left the service of the carrier for any reason other than retirement or death.

**ARTICLE III - VACATIONS**

Effective January 1, 1982, Section 1 of the Vacation Agreement contained in Article III 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 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 or more years of continuous service with the employing carrier.

**Section 1(a)(3)**

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has seventeen 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 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 or more years of continuous service with the employing carrier.
Section 1(b)(3)

An annual vacation of four weeks (24 working days) w. 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 or more years of continuous service with the employing carrier.

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 Year's Eve (the day before New Year's 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 Year's Eve - New Year's Day holidays.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) Life Insurance - The maximum life insurance benefit for active employees will be increased from $6,000 to $10,000.

(b) Accidental Death, Dismemberment and Loss of Sight - The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from $4,000 to $8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from $2,000 to $4,000.
(c) **Hospital Miscellaneous Benefits** - The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than $2,000 plus 80% of the excess over $2,000," to "not more than $2,500 plus 80% of the excess over $2,500."

(d) **Surgical Expense Benefit**

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from $1,000 to $1,500; and the $1,000 E Surgical Schedule will be replaced by a $1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have been obtained and at least one of those opinions recommends the procedure. Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

1. Breast Surgery
2. Bunion Surgery
3. Cataract Surgery
4. Hemorrhoid Operations
5. Hernia Repairs
6. Hysterectomy
7. Gall Bladder Operations
8. Knee Surgery
9. Prostate Operations
10. Rhinoplasty
11. Tonsillectomy & Adenoidectomy
12. Varicose Vein Operations

(e) **Radiation Therapy Expense Benefits** - The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar year will be increased from $400 to $600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for any one accident or sickness will be increased from $400 to $600.

(f) **X-Ray or Laboratory Examinations** - The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from $150 to $250.

(g) **Physician's Fee Benefit**

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from $10.00 to $12.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from $3,650 to $4,380.
(ii) The maximum amount payable for physician's office visits by an employee shall be increased from $10.00 to $12.00, and for home visits from $12.00 to $15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) Major Medical Expense Benefits - The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from $250,000 to $500,000.

(i) Hospital Emergency Room - To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of $50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first $50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of $100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after the first day of the calendar month following the month in which this agreement is executed) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits

If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.

Section 5. Suspended and Dismissed Employees

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.
Section 6. Vacation Pay

The receipt of vacation pay by a furloughed employee will not require that his or her employer make any payment to the insurer or contribute to the Plan as to such employee and will not cause the furloughed employee to be covered under the Plan, if he or she is not for any other reason so covered, during the month following the month in which the furloughed employee receives such vacation pay.

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from $750 to $1,000.

(b) The maximum aggregate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from $500 to $750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.

b. Topical application of fluoride for dependent children, but not more than once in any calendar year.

c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

d. Emergency palliative treatment (to alleviate pain or discomfort).
e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit change will be made effective as of January 1, 1982: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from $50,000 to $75,000.

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE IX - PERSONAL LEAVE

Section 1

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

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 day of personal leave in 1982 and subsequent calendar years;

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 days of personal leave in 1982 and subsequent calendar years.
Section 2

(a) Personal leave days provided in Section 1 may be taken upon 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 carrier's 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 employee's 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 employee's 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.

ARTICLE X - SUPPLEMENTAL RETIREE MEDICAL INSURANCE CONTRIBUTION

Effective July 1982, and for each month thereafter, an amount equal to 2½ an hour for each hour of service worked as a yardmaster during such month by any employee covered by this agreement shall be forwarded to the insurance company that administers the organization's prepaid retiree medical insurance program. Such amounts contributed shall be used solely for the purpose of funding benefits for beneficiaries who have met the eligibility requirements of the Railroad Employees National Early Retirement Major Medical Benefit Plan or who were eligible under such Plan but no longer are because of coverage under Medicare.

ARTICLE XI - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.
Section 2 - Effect of This Agreement

(a) The purpose of this Agreement is to fix the general level or compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about February 3, 1981 (Scope), February 20, 1981 (Health and Welfare), March 27, 1981 (Wages and Rules) and proposals served by the carriers for concurrent handling therewith. This Agreement shall remain in effect through June 30, 1984 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in paragraphs (c) and (e), no party to this Agreement shall serve, prior to April 1, 1984, (not to become effective before July 1, 1984), any proposal which relates to the subject matter of the provisions of this Agreement, which proposes matters covered by the organization's notices specified in paragraph (a) above, or which relates to subjects that are traditionally handled on a national basis, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to April 1, 1984, (not to become effective before July 1, 1984) with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

NOTE: For purposes of this Agreement a "major technological change" is one involving 5 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

(d) During the term of this Agreement, pending proposals covering subject matters not specifically dealt with in paragraphs (a), (b), (c) and (e) of this Section 2 need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(e) (i) During the term of this Agreement new proposals covering the subject matter of a Training Program may be served on a local (but not on a regional or national) basis, and such new proposals may be handled on a local basis within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act.
(e) (ii) Where a notice is properly served pursuant to paragraph (e)(i) of this Section 2 and arbitration is proffered by the National Mediation Board, such arbitration shall be held at the request of the organization on the notice provided it does not involve or present any jurisdictional issue involving any other labor organization, and is not a significant cost item to the carrier, and on any reasonable (but not necessarily related) counterproposal served by the carrier for concurrent handling.

(e) (iii) If a carrier on which a notice is served pursuant to paragraph (e)(i) of this Section 2 advises the General Chairman that such notice involves or presents a jurisdictional issue involving another labor organization, the notice may not be further progressed until the jurisdictional issue is resolved to the satisfaction of the carrier.

(e) (iv) Where the organization has requested arbitration and there is a dispute as to whether a proposal or a counterproposal is properly served or meets the applicable foregoing criteria (other than the jurisdictional criterion) for arbitration, such dispute shall be referred to a committee comprised of an equal number of representatives appointed by the National Carriers' Conference Committee and the Organization, plus a neutral member if needed, which will determine the matters in dispute.

If the parties are unable to select a neutral member to serve with the committee, either party may request the National Mediation Board to appoint such neutral member. The salary and expenses of the neutral will be paid in accordance with existing law.

If the committee determines the proposal and counterproposal, if any, to be arbitrable, such proposal or proposals will be disposed of on the property of the particular carrier under the arbitration provisions of the Railway Labor Act.

(f) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.


FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

[Signatures]

Chairman

FOR THE EMPLOYEES REPRESENTED BY
THE RAILROAD YARDMASTERS OF AMERICA:

[Signatures]
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: (Cont'd.)

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY
THE RAILROAD YARDMASTERS OF AMERICA:
(Cont'd.)

[Signatures]

Witness:

[Signature]

Chairman, National Mediation Board
June 16, 1982

Mr. A. T. Otto, Jr.
President
Railroad Yardmasters of America
Schoch Building, Room 201-202
1411 Peterson Avenue
Park Ridge, Illinois  60068

Dear Mr. Otto:

This confirms our understanding that to the extent possible employees eligible for an additional week of vacation in 1982 because of the revisions in the RYA January 29, 1965 Agreement provided for in Article III of this Agreement should be granted such additional vacation prior to the end of this calendar year. However, if the carrier is unable to grant this additional vacation benefit during the balance of this year, such employee shall be compensated in lieu of that additional week of vacation at the straight time rate of pay.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]
June 16, 1982

Mr. A. T. Otto, Jr.
President
Railroad Yardmasters of America
1411 Peterson Avenue, Room 201
Park Ridge, Illinois  60068

Dear Mr. Otto:

A committee shall be established by the Joint Policyholders consisting of an equal number of organization and carrier representatives for the purpose of continuing exploration of ways to contain or decrease the costs of maintaining the National Health and Welfare Plan without decreasing the benefits or services that the plan provides. In pursuing cost containment measures the committee will be authorized to obtain and/or develop whatever information is necessary in order to determine where the Plan is incurring unnecessary or excessive expenses. The committee shall make such recommendations as it deems appropriate for implementing any of its findings.

The committee is also authorized to investigate and recommend the implementation of new experimental programs on a community or other basis for the purpose of determining whether existing benefits can be provided in ways which may reduce costs to the Plan while at the same time preserving the services currently provided.

In addition, the committee may consider alternatives to the current Joint Policyholder arrangement, and consider submitting the Plan to competitive bidding; and in this process identify insurers that are fit and able to provide the services necessary in connection with the Plan, the selection criteria and the bid specifications.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

[Signature]
Grand Trunk Western

And

United Transportation Union Yardmaster Department

April 29, 1971 Agreement
Attached hereto is copy of Agreement dated April 23, 1971, with the Railroad Yardmasters of America, which provides, briefly, as follows:

**Article I – General Wage Increases**

Section 1 – Wage increase of 5% effective January 1, 1970.
Section 2 – Wage increase of $64.00 per month effective November 1, 1970.
Section 3 – Wage increase of 4% effective April 1, 1971.
Section 4 – Wage increase of 5% effective October 1, 1971.
Section 5 – Wage increase of 5% effective April 1, 1972.
Section 6 – Wage increase of 5% effective October 1, 1972.
Section 7 – Wage increase of $50.00 per month effective April 1, 1973.
Section 8 – No back time allowance will be made to any employees who have prior to April 23, 1971, voluntarily left the service of the Carrier other than to retire or have failed to respond to a call-back to service to which they were obligated to respond under the Rules Agreement.

**Article II – Holidays**

Effective January 1, 1973, Veterans Day shall be added to the present list of holidays for which yardmasters may qualify for additional compensation.

**Article III – Vacations**

Effective with the calendar year 1973, an annual vacation of five weeks (30 working days) with pay after twenty-five years service subject to the qualify provisions specified therein.

Also, a reduction in qualifying requirements for employees returning from Military Service, in order to qualify for vacation in the year of return or year following return from Military Service.

**Article IV – Jury Duty**

Self-explanatory. This Article becomes effective on January 1, 1973.

**Article V – Force Reduction**

Self-explanatory. This Article is effective April 23, 1971.
AGREEMENT

This Agreement made this 23rd day of April, 1971 by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1. Effective January 1, 1970, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 2. Effective November 1, 1970, each basic monthly rate of pay shall be increased by $64.00 representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 3. Effective April 1, 1971, each basic monthly rate of pay shall be increased by 4.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 4. Effective October 1, 1971, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 5. Effective April 1, 1972, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 6. Effective October 1, 1972, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 7. Effective April 1, 1973, each basic monthly rate of pay shall be increased by $50.00 representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 8. All employees who had an employment relationship after December 31, 1969, shall receive the amounts to which they are entitled under this Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have voluntarily left the service of the carrier other than to retire or who have failed to respond to a call-back to service to which they were obligated to respond under the Rules Agreement.
ARTICLE II - HOLIDAYS

Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of November 29, 1967 -

(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement shall become effective May 1, 1971.

(b) Railroads which as of the date of this Agreement have not deducted the holiday pay from each yardmaster's monthly rate of pay which had previously been increased to include holiday pay shall follow the procedures of Section 5 of Article III of the November 29, 1967 Agreement, as herein modified to read:

Effective May 1, 1971, each yardmaster's monthly rate of pay shall be adjusted by (a) deducting the money equivalent of the holiday pay adjustment (28 straight time hours annually) provided for by Article III of the September 27, 1961 Agreement or its equivalent, and by (b) deducting the money equivalent of the holiday pay adjustment (8 straight time hours annually) provided for by Article II of the January 29, 1965 Agreement or its equivalent. Percentage adjustments made to these amounts in subsequent settlements shall not be added to these deductions.

Thereafter -

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

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

This provision shall not apply on any road on which under existing rules yardmasters were paid additionally for work on holidays on the effective dates of Article III of the Agreement of September 27, 1961 (or its equivalent) and Article II of the Agreement of January 29, 1965 (or its equivalent), captioned "Holiday Pay".

Section 2. Effective January 1, 1973 Veterans Day shall be added to the list of holidays in Section 1 of Article III of the Agreement of November 29, 1967, and the reference to "seven" holidays in Section 2 of such Article III shall be changed to "eight" holidays.
ARTICLE III - VACATIONS

Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of January 29, 1965, all vacation rules, agreements, understandings or practices, however established, covering their yardmasters subject to the provisions of schedule agreements held by the Railroad Yardmasters of America, are cancelled effective January 1, 1972 and the provisions of Article III of the January 29, 1965 Agreement, as amended by Article II of the November 29, 1967 Agreement, shall apply effective January 1, 1972 to employees covered by this Agreement on such roads.

Section 2. Effective January 1, 1973, Section 1 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is hereby amended to read as follows:

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

Section 1 (a) (1)

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

Section 1 (a) (2)

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has ten or more years of continuous service with the employing carrier.

Section 1 (a) (3)

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty or more years of continuous service with the employing carrier.

Section 1 (a) (4)

An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the
vacation year has twenty-five or more years of continuous service with the employing carrier.

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

Section 1 (b) (1)

An annual vacation of two weeks (12 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred thirty-two (132) days during the preceding calendar year.

Section 1 (b) (2)

An annual vacation of three weeks (18 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has ten or more years of continuous service with the employing carrier.

Section 1 (b) (3)

An annual vacation of four weeks (24 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has twenty or more years of continuous service with the employing carrier.

Section 1 (b) (4)

An annual vacation of five weeks (30 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five or more years of continuous service with the employing carrier.

On all carriers:

Section 1 (c)

Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yardmaster with
less than three years of continuous service with the employing carrier, a maximum of 20 such days for a yardmaster with three but less than fifteen years of continuous service with the employing carrier and 30 such days for a yardmaster with fifteen or more years of continuous service with the employing carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Section 1(c). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.

Section 1 (d)

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

Section 1 (e)

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

Section 1 (f)

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

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

Section 3. Effective January 1, 1973, Section 3 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is hereby amended to read as follows:

Section 3.

Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1973 and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 or in any subsequent year), by any carrier or the organization party hereto, of desire to change this rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon, such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

ARTICLE IV - JURY DUTY

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

(1) A yardmaster must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) A yardmaster must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

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

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

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 Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

ARTICLE V - FORCE REDUCTION RULE

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

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

ARTICLE VI - DEDUCTION OF OTHER EARNINGS IN DISCIPLINE CASES

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

ARTICLE VII - GENERAL PROVISIONS

Section 1. Court Approval.

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.
Section 2. National Agreement.

The parties signatory hereto recognize:

(a) That the carriers listed in Exhibits A, B and C to this Agreement have designated, as they have in the past in various nationally negotiated agreements, the National Railway Labor Conference and the Eastern, Western or Southeastern Carriers' Conference Committees to act as the representatives of the said groups of carriers in bargaining and agreeing, on a multi-carrier basis, upon a settlement of the dispute arising out of the. Section 6 notices described in Section 3(a) of this Article VII;

(b) That this Agreement constitutes a national agreement between the National Railway Labor Conference and the Carriers' Conference Committees, as the representative of the multi-carrier group on behalf of the carriers listed in Exhibits A, B and C to this Agreement, and the Railroad Yardmasters of America on behalf of the employees of those carriers whom it represents; and

(c) That this National Agreement covers all employees working for the carriers listed in Exhibits A, B and C to this Agreement who are represented by the Railroad Yardmasters of America.

Section 3. Effect of This Agreement.

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibits A, B and C by the organization signatory hereto, dated on or about September 1, 1969, and proposals served by the carriers for concurrent handling therewith. This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect until June 30, 1973, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended,

(b) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any pending notices which propose such matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to January 1, 1973 (not to become effective before July 1, 1973) with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased
duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this Agreement a "major technological change" is one involving 5 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

(d) This Article will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

(e) Nothing in this Article will prevent the handling of matters by the Standing Committee" as referred to in the letter of understanding attached to this Agreement.

SIGNED AT WASHINGTON, D. C., THIS 23rd DAY OF APRIL, 1971:

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA

[Signatures]

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

[Signatures]
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

W. J. Macmillan
Chairman

C. E. Newell

J. D. Castle

Earl Oliver

George S. Baer

Approved:

Chairman, National Railway Labor Conference
EASTERN RAILROADS

LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMAN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

Baltimore and Ohio Railroad
Baltimore and Ohio Chicago Terminal Railroad
*Boston and Maine Corporation
Boston Terminal Corporation
Buffalo Creek Railroad
Chesapeake and Ohio Railway
Chicago River and Indiana Railroad
Cleveland Union Terminals Company
Delaware and Hudson Railway
Detroit and Toledo Shore Line Railroad
Detroit Terminal Railroad
Erie Lackawanna Railway
Grand Trunk Western Railroad
Indiana Harbor Belt Railroad
Lehigh and New England Railway
*Lehigh Valley Railroad
Monongahela Railway
Monon Railroad
Norfolk and Western Railway (Lines of former Virginian on Atlantic and Pocahontas Regions; Lines of former New York, Chicago & St. Louis RR., and Lines of former Pittsburgh & West Virginia Ry.)
*Penn Central Transportation Company
Pittsburgh and Lake Erie Railroad
Pittsburgh, Chartiers and Youghiogheny Railway
'Staten Island Rapid Transit Railway
Washington Terminal Company
Western Maryland Railway

* - Subject to approval of the Courts.

FOR THE CARRIERS:

FOR THE RAILROAD YARDMASTERS OF AMERICA:

Washington, D. C.,
October 15, 1970
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois 60604

Dear Mr. Otto:

In connection with the Agreement entered into today, this letter is to confirm our understanding that conferences relative to the participation of the Railroad Yardmasters of America in the work of the Standing Committee recommended by Emergency Board No. 178 in its report dated November 9, 1970 will be held at the request of either the National Railway Labor Conference or your organization.

Will you please confirm this understanding by affixing your signature in the space provided therefor below.

Yours very truly,

Accepted:

[Signature]

[Signature]
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois 60604

Dear Mr. Otto:

This will confirm our understanding that Item B-3 of your notice of September 1, 1969 has been withdrawn. It is understood by the parties to the Agreement entered into today that the effect of such withdrawal is the same as if Item B-3 had not been included in such notice.

Yours very truly,

[Signature]

Accepted:

[Signature]
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois  60604

Dear Mr. Otto:

This confirms our understanding that on railroads on which Article IV of the Agreement of September 20, 1968 is not now effective with respect to yardmasters represented by your organization, such Article will be made effective June 1, 1971, unless either party advises the other in writing prior to May 10, 1971 of its election to preserve in its entirety an existing agreement providing benefits of the type provided in such Article IV in lieu of such Article IV.

Will you please confirm this understanding by affixing your signature in the space provided therefor below.

Yours very truly,

Accepted:
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois  60604

Dear Mr. Otto:

This confirms our advice that the matter of employees represented by your organization converting from a six-day work week to a five-day work week is not in national handling and should be progressed by your organization, if desired, on a local basis pursuant to existing agreements.

Yours very truly,

[Signature]
AGREEMENT BETWEEN THE
GRAND TRUNK WESTERN RAILROAD COMPANY
AND ITS YARDMASTERS
REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA
<table>
<thead>
<tr>
<th>INDEX</th>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attending Court</td>
<td>7</td>
<td>13</td>
</tr>
<tr>
<td>Attending Investigation</td>
<td>8</td>
<td>13</td>
</tr>
<tr>
<td>Bulletinings New and Permanent Vacancies</td>
<td>4(b)</td>
<td>3</td>
</tr>
<tr>
<td>Call Rule - Extra Yardmasters</td>
<td>5(c)</td>
<td>8</td>
</tr>
<tr>
<td>Claims and Grievances</td>
<td>6(d)</td>
<td>10</td>
</tr>
<tr>
<td>Definitions</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Discipline and Investigations</td>
<td>6</td>
<td>9</td>
</tr>
<tr>
<td>Effective Date and Termination</td>
<td>16</td>
<td>23</td>
</tr>
<tr>
<td>Five Day Work Week</td>
<td>4-A</td>
<td>4 &amp; 5</td>
</tr>
<tr>
<td>Health and Welfare and Life Insurance Plan</td>
<td>14</td>
<td>17</td>
</tr>
<tr>
<td>Holiday Pay</td>
<td>13</td>
<td>16</td>
</tr>
<tr>
<td>Hours of Service - Basic Day and Overtime</td>
<td>3, 4-A(a) &amp; (b)</td>
<td>2</td>
</tr>
<tr>
<td>Interpretations</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td>Laying Off</td>
<td>9(c)</td>
<td>13</td>
</tr>
<tr>
<td>Leave of Absence</td>
<td>9(a) &amp; (b)</td>
<td>13</td>
</tr>
<tr>
<td>Physical Disqualification</td>
<td>6(e)</td>
<td>11</td>
</tr>
<tr>
<td>Rates of Pay</td>
<td>2-3(d)</td>
<td>1-2</td>
</tr>
<tr>
<td>Reducing Forces</td>
<td>5(d)</td>
<td>9</td>
</tr>
<tr>
<td>Rest Day</td>
<td>3(d)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>4-A(a), (b)(c)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>(e) (j)</td>
<td>3</td>
</tr>
<tr>
<td>Seniority Roster</td>
<td>5(e)</td>
<td>9</td>
</tr>
<tr>
<td>Seniority Rules</td>
<td>5</td>
<td>8 &amp; 9</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>12</td>
<td>14</td>
</tr>
<tr>
<td>Starting Time - Assignments</td>
<td>4(a)</td>
<td>3</td>
</tr>
<tr>
<td>Starting Time - Change In</td>
<td>4(e)</td>
<td>3</td>
</tr>
<tr>
<td>Starting Time - Shifts</td>
<td>4(c)</td>
<td>3</td>
</tr>
<tr>
<td>Temporary Vacancies</td>
<td>4(d) - 5(c)</td>
<td>3-8</td>
</tr>
<tr>
<td>Use of Private Automobiles</td>
<td>11</td>
<td>14</td>
</tr>
<tr>
<td>Union Shop Agreement</td>
<td>15</td>
<td>17</td>
</tr>
<tr>
<td>Vacations</td>
<td>4-B</td>
<td>5, 6, 7 &amp; 8</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE
GRAND TRUNK WESTERN RAILROAD COMPANY
AND ITS YARDMASTERS
REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA

ARTICLE 1
Definitions

(a) When used in this Agreement, the term 'Yardmaster' shall be understood to mean Yardmasters of all grades except General Yardmasters.

(1) A Regular Yardmaster is an employee possessing seniority under Article 5 of this Agreement and regularly assigned to a position under its scope.

(2) A Relief Yardmaster is an employee possessing seniority under Article 5 of this Agreement and regularly assigned to a relief position under its scope.

(3) An Extra Yardmaster is an employee possessing seniority under Article 5 of this Agreement but not regularly assigned to a position under its scope.

(4) A Substitute Yardmaster is an employee selected by the Carrier to perform yardmaster service but who has not acquired seniority under Article 5.

NOTE: Substitute Yardmasters are Extra Yardmasters, except that they have not accumulated seniority under Rule 5.

(b) The term 'duly accredited representative', as used in this Agreement shall be understood to mean the regularly constituted Committee, or any member or members thereof, or an Officer of the Organization signatory hereto.

ARTICLE 2
Rates of Pay

(a) The basic monthly rate for Yardmasters will be continued.

(b) Rates of pay for additional positions that may be created will be subject to negotiations between Management and the Organization signatory hereto.

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

(d) The straight time hourly rate shall be determined by dividing the monthly rate by 174.
ARTICLE 3 - (As amended July 1, 1971)
Hours of Service and Overtime

(a) Eight (8) consecutive hours service shall constitute a basic day.

(1) A Yardmaster who reports for duty for a regular or extra assignment shall be allowed a minimum of eight (8) hours' pay, for which eight (8) hours service may be required unless he is relieved at his own request in which event he shall be allowed actual time worked.

(b) All time worked in excess of eight (8) hours in any twenty-four (24) hour period shall be considered overtime, paid for on the minute basis and computed at time and one-half rate except:

(1) When a second shift is started twenty-two and one-half (22½) to twenty-four (24) hours from the starting time of the first shift.

(2) Relief Yardmasters working the second tour of duty on an assignment established to cover two assignments during a twenty-four (24) hour period.

NOTE: A twenty-four (24) hour period, as referred to in paragraph (b) shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate. Time used in making turnover from one Yardmaster to another will not be counted as overtime.

(c) Regular assigned Yardmasters will be called in seniority order for all overtime work in preference to working an Extra Yardmaster at overtime rate, provided that no Yardmaster will be permitted to work longer than two consecutive assignments.

(d) (1) Relief Yardmasters and Extra Yardmasters shall receive the regular rate of pay of the position to which they are temporarily assigned.

(d) (2) An Extra Yardmaster taking a vacancy on a Regular Yardmaster assignment takes the conditions and rest day of the regular assignment.

(e) Relief of any regular assigned Yardmaster on his assigned work days will be accomplished by the use of, first, extra Yardmaster, or if not available, by the use of a regular assigned Yardmaster, seniority to govern. Regular Yardmasters desiring such work will notify the Carrier. It is understood that regular Yardmasters will be given the preference to working the second tour of duty rather than working an extra Yardmaster two consecutive assignments.
(f) No change in title of Yardmasters of any rank shall be made for the purpose of reducing pay unless it can be clearly shown that there is a change in their duties and responsibilities.

(g) When a regularly assigned Yardmaster is required to perform service other than his regular duties, he will receive not less than his regular pay for days so used; when required to perform the duties of a higher rated position for a full day or more, he will assume the rate of pay, and the hours of assignment of such higher rated position.

**ARTICLE 4 - (As amended July 1, 1971)**

**Assignment**

(a) Each regularly assigned Yardmaster will have an established time to go on duty, which will not be changed without at least twenty-four (24) hours advance notice.

(b) All permanent vacancies and new positions of Yardmasters will be bulletined for a period of ninety-six (96) hours and the senior qualified Yardmaster making application will be assigned, fitness and ability to govern, the Management to be the judge, but with the employees having the right of appeal as provided in Section (d) of Article 6. This does not deprive Yardmasters who are off account sickness or leave of absence from claiming positions to which their seniority may entitle them. As many as possible five day assignments shall be created and advertised.

(c) When starting time of an assignment is changed two hours or more the Yardmaster affected may exercise his seniority rights to any position held by a junior Yardmaster.

(d) Yardmaster positions known to be vacant for a period of four (4) days or more may be claimed by senior qualified Yardmaster applying therefor.

**NOTE 1:** In connection with Article 4(d) it was agreed that a vacancy other than a known vacancy must be taken on the fourth day by the Senior Yardmaster applying therefor; rest day will be counted as a day in the four-day vacancy.

**NOTE 2:** When a yardmaster vacancy as provided for in Article 4 (d) of the Agreement has existed for ninety-one (91) day period, such vacancy will be advertised by bulletin as a permanent vacancy and filled in accordance with the provisions of Article 4(b). Yardmasters so displaced from such vacancy may exercise their seniority upon their return to service, to any yardmaster assignment to which their yardmaster's seniority entitles them.

(e) On assignments where three (3) consecutive shifts are worked covering the twenty-four (24) hour period, the starting time of the first shift shall not be earlier than 6:30 AM nor later than 8:00 AM. All other assignments may be started at times in accordance with service requirements.
ARTICLE L-A- (New rule effective July 1, 1971)
Five-Day Work Week

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

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

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

Extra Yardmasters worked as such in excess of five (5) consecutive days shall
be paid one and one-half times the basic straight-time rate for work on either or
both the sixth or seventh days, except where days off are being accumulated, but
shall not have the right to claim work on such sixth or seventh days.

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

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

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

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

(j) In the event of change in the rest day of any regular assignment, such assignment shall be re-bulletined for a period of ninety-six (96) hours. Regular assigned Yardmaster to remain on such assignment during bulletin period.

NOTE: In connection with Article 4(AW) it was agreed that should the incumbent Regular Yardmaster not desire the bulletined assignment he may exercise his seniority rights to any regular assignment held by Junior Yardmaster.

ARTICLE 4-B— (New rule effective July 1, 1971)
Vacations

(Unless otherwise indicated, the following Sections of this Article 3(1) are Excerpts from Article III of the National Agreement of January 29, 1965).

Effective January 1, 1965, all vacation rules, agreements, understandings or practices, however established, covering yardmasters subject to the provisions of agreements in effect between the carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and the yardmasters of such carriers represented by the Railroad Yardmasters of America, are cancelled. Effective January 1, 1965, except as hereinafter specifically provided, the following agreements shall apply to such employees:

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

Section 1 (a) (1)

An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year.
Section 1 (c) (2) - (Excerpt from Article 11 of National Agreement of November 29, 1967)

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has ten or more years of continuous service with the employing carrier.

Section 1 (a) (3)

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty or more years of continuous service with the employing carrier.

Section 1 (b) (1) - Not reproduced.
Section 1 (b) (2) - Not reproduced.
Section 1 (c) (3) - Not reproduced.

Section 1 (c)

Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yardmaster with less than three years of continuous service with the employing carrier, a maximum of 20 such days for a yardmaster with three but less than fifteen years of continuous service with the employing carrier and 30 such days for a yardmaster with fifteen or more years of continuous service with the employing carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Section 1(c). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.

Section 1 (d)

In instances where yardmasters have performed seven months' service as such with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for vacation under Section 1 (a) (1) or Section 1 (b) (1), as the case may be, in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such yardmasters in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify under Section 1 (a) (2) or (3) or Section 1 (b) (2) or (3), as the case may be, upon their return to service as yardmasters with the employing carrier.

(Note to Sections 1 (a), 1 (b) and 1 (c): A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)
Section 2 (a)

Local officers of the carrier and local committees of the organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the yardmasters in seniority order.

Section 2 (b)

(1) - When vacations are afforded

(i) - A yardmaster having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.

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

(2) - When vacations are not afforded

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(i) - A yardmaster having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under Section 1.

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

Section 2 (c)

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

Section 2 (d)

Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be applied to create a vacation, or allowance therefor, of more than the maximum number of days provided for in either of such schedules.
Section 2 (e)

The vacation provided for in this Agreement shall be considered to have been earned when the yardmaster has qualified under Section 1 hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the yardmaster has qualified therefor under Section 1. If a yardmaster thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 2 (f)

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

Section 3 - Not reproduced.

ARTICLE 5 - (As amended July 1, 1974)
Seniority

(a) An employee shall acquire seniority as a Yardmaster on the sixtieth (60th) calendar day worked as such. Such yardmaster service shall be cumulative and need not be on consecutive dates. Employees used as Substitute Yardmasters will be considered as probationary employees and will be subject to approval or disapproval by the carrier prior to the date they acquire seniority as a yardmaster. Seniority as a yardmaster will be confined to the terminal where employed. The carrier will advise the General and Local Chairman within seven (7) days of the names of yardmasters acquiring seniority under this Article.

(b) Yardmasters who accept official positions with the Grand Trunk Western Railroad Company or the Railroad Yardmasters of America will retain their seniority rights, provided they report for duty within thirty (30) days after termination of such official position.

(c) Extra Yardmasters, when available, will be used in the order of their seniority for work, except when this would result in additional expense to the Company.

NOTE 1: In connection with Article 5(c) it is understood that Extra Yardmasters are not required to take temporary vacancies under the provisions of Article 4(d).

NOTE 2: Extra Yardmasters shall not be called more than four hours in advance of starting time of the assignment for which they are required. They will be called as near as possible two hours in advance of the starting time.
(d) Yardmasters who are reduced in rank on account of reduction in force will continue to be carried on the Yardmasters’ Seniority Roster, and they will be used to fill temporary vacancies as Yardmaster, in line with their seniority as such.

(e) Seniority lists showing the seniority date of all Yardmasters in each terminal, as presently established, will be continued. Seniority lists will be revised as of January 1st of each year and copies will be furnished the Local and General Chairman; seniority dates not to be subject to protest after thirty (30) days following date first posted. The Local Chairman will also be supplied with the names of substitute Yardmasters.

(f) Yardmasters who voluntarily relinquish their positions will be dropped from the Yardmasters’ Roster.

(g) (1) The senior extra yardmaster will be required to place himself on a bulletined regular yardmaster position not bid in by a regular or relief yardmaster. Failure to do so will result in the forfeiture of his yardmaster’s seniority.

(2) An extra Yardmaster who fails to protect extra work as Yardmaster will be subject to investigation and possible forfeiture of his Yardmaster seniority.

ARTICLE 6
Discipline, Investigations and Grievances, Physical Disqualification

(a) No Yardmaster will be disciplined or dismissed until the charges against him which shall be specific and in writing, have been investigated. The investigation shall be conducted by the Yardmasters’ superior officers.

(b) If a Yardmaster is held under charges and found not guilty, he will be paid for all time lost.

(1) A Yardmaster called to attend an investigation under charges and found not guilty will be paid for time lost.

(2) If a Yardmaster is held out of service under charges, he shall have an investigation within three (3) days, and a decision within thirty (30) days thereafter. In case the discipline or dismissal is found to be unjust, he will be exonerated, reinstated if dismissed, and paid for all time held from service.
(c) A Yardmaster under charges or investigation shall have the right to be represented by his duly accredited representative at all trials or investigations. He or his representative shall have the right to produce and question witnesses, hear all of the evidence and examine all papers in connection with his case. Decision in such cases shall be subject to appeal to the higher officers of the Company. In case of appeal his duly accredited representative will be given a transcript of the evidence taken at the trial or investigation.

(d) Claims and Grievances

All claims or grievances shall be handled as follows:

(1) 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 60 calendar days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 calendar days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(2) If a disallowed claim or grievance is to be appealed, such appeal must be taken within 60 calendar days from receipt of notice of disallowance, and the representative of the carrier shall be notified within that time of the rejection of his decision. Failing to comply with this provisions, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60 calendar day period for either a decision or appeal, up to and including the chief officer of the Carrier designated for that purpose.
(3) The procedure outlined in paragraphs (a) and (b) pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest operating officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless within 6 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 6 months' period herein referred to.

(4) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 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.

(5) 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.

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

(7) An employee covered by this Agreement disqualified for service on account of his physical condition will, in event he feels such disqualification is not justified, handle the matter with the operating officers direct or through his representative in the usual way, and if the matter is not disposed of in a mutually satisfactory manner, the employee will, provided written request is made by him within thirty days from the date notified of his disqualification, be given a physical reexamination under the following conditions:
(2) The employee involved will promptly select a physician to represent him and the management will promptly select a physician to represent the Company. The two physicians thus selected will promptly reexamine the employee and render a report of their findings within a reasonable period. If the two physicians thus selected shall agree, the conclusion reached by them will be final.

(3) The physician selected to represent the Company and the physician selected to represent the employee must be graduates of a reputable medical school, and with at least five years medical practice and of good standing in the communities where they are located.

(4) If the two physicians selected should disagree as to the physical condition of the employee involved, they will select a third physician, to be agreed upon by them, who shall be of recognized standing in the medical profession. The board of medical examiners thus selected will examine the employee involved and will, within a reasonable period, render a report setting forth his physical condition and their conclusions as to his fitness for service, and the decision of a majority of the board shall be final and binding upon both parties to the dispute.

(5) After completion of the reexamination, the board shall render a report of their findings, sending two copies to the officer designated by the Company, and two copies to the employee or his representative.

(6) The Company and the employee involved will each defray the expenses of their respective appointees. The fee of the third member of the board will be borne equally by the employee involved and the Company. Other examination expenses, such as hospitalization X-Rays, laboratory tests, etc., will be borne equally by the employee involved and the Company. All examinations by this board shall be made at Battle Creek or Detroit, Michigan.

(7) If the decision of the board of examining physicians selected does not confirm the justification for previous disqualification, or service restriction, the employee involved will be permitted to return to the service from which removed and compensated for net loss of earnings, if any, as a result of such disqualification or service restriction.
(8) Employees, disqualified for service on account of their physical condition, who do not elect to request a physical reexamination under the provisions of paragraph 1 hereof, or employees disqualified under the provisions of paragraph 2 and 4, hereof, will, in the event it later definitely appears that their physical condition has improved, be granted a physical reexamination by a physician designated by the Company.

(9) It is understood and agreed by the parties hereto that employees, who have been disqualified for service on account of their physical condition and who are granted a physical reexamination under the provisions of paragraph 8, hereof, will not be entitled to compensation for time lost as a result of the original disqualification or as a result of any subsequent disqualification.

ARTICLE 7
Attending Court

Yardmasters required to attend court on the instructions of the Railroad will be allowed necessary actual expenses and paid the same as though they had remained on their regular assignment. If used on off days, they will be allowed not less than a minimum day. The Railroad will be entitled to mileage and witness fees.

ARTICLE 8
Attending Investigations

A Yardmaster called to attend an investigation as witness for the Railroad will be paid for time lost. If called on a work day outside the hours of his assignment, he will be allowed actual time on a minute basis with a minimum of two hours at time and one-half rate. If he is called on his assigned rest day, he will be allowed actual time on a minute basis with a minimum of two hours at time and one-half rate.

ARTICLE 9
Leave of Absence

(a) Yardmasters, when on business connected with the Railroad Yardmasters of America, will be granted necessary leave of absence and transportation.

(b) Yardmasters upon written request will be granted a reasonable amount of leave of absence in accordance with the Company's rules. Copy of request will be given Local Chairman. This not to apply in cases of personal injury or sickness.

(c) Yardmasters laying off for indefinite periods will give twelve (12) hours previous notice to Supervising Officer that they are ready to return to duty.
NOTE: In connection with Article 9(c) it was agreed that Yardmasters laying off for a stated period of time of three days or less and who desire to report before the expiration of the stated period, must notify the Carrier at least four hours prior to the regular starting time of his assignment.

ARTICLE 10
Interpretation

No local Agreements will be entered into until approved by the General Superintendent and the General Chairman. No rulings will be made by a general officer of the railroad, or by the General Chairman, changing any generally accepted interpretation of any Article in this Schedule until there has first been consultation of the other side who will be given copy of any ruling made.

ARTICLE 11
Use of Private Automobiles

Yardmasters shall not be required to furnish their privately owned automobiles for Company use, but those requested to do so will be allowed the mileage rate established by the Company.

ARTICLE 12 - (As amended July 1, 1971)
Sick Leave

1. Regularly assigned yardmasters, after one year's continuous service as such, shall be allowed time off with pay in bona fide cases of personal sickness as follows:

   After 1 year's service - 5 days during the succeeding 12 months.
   After 2 year's service - 10 days during the succeeding 12 months.
   After 3 year's service - 15 days during the succeeding 12 months.
   After 4 year's service - 20 days during the succeeding 12 months.
   After 5 year's service and thereafter - 25 days per 12 months.

2. The employing officer must be satisfied that the sickness is bona fide and satisfactory evidence as to sickness in the form of a certificate from a physician may be required.

3. Unused sick leave days may be accumulated up to a maximum of 25 days; paid sick leave days may, at the company's discretion, be allowed up to a maximum of 50 days in any one year.
Examples of accumulation of unused sick days:

(a) A qualifying yardmaster after 3 years' service is entitled to 15 days paid sick leave. In each of his two preceding qualifying years, he used 5 days sick leave. In addition to his 15 days sick leave in his fourth year of service, he has an accumulation of 5 unused sick days with pay applicable to that year subject to the provisions of paragraph 2 of this Agreement.

(b) A qualifying yardmaster in his second year of service uses all 5 sick days with pay. In his third and fourth years of service he uses no sick days. In his fifth year of service he is entitled to 20 sick days for the current year and has an accumulation of 25 unused sick days (10 days from his 3rd year of service and 15 days from his fourth year of service). During his fifth year of service, he uses 15 of his 20 current year sick days, this yardmaster would carry over 25 sick days into his sixth year of yardmaster service. Thus in his sixth year of service he is entitled to 25 sick days for the current year and has an accumulation of 25 unused sick days applicable to the sixth year subject to the provisions of paragraph 2 of this Agreement.

(c) The yardmaster in example (b) above, is granted a total of 40 paid sick days in his sixth year of service. The 40 days included the 25 days sick leave for the current year, plus 15 of his accumulated 25 days of unused sick leave. In the succeeding year (seventh year of service) this yardmaster will be entitled to 25 days sick leave for the current year and will have a total of 10 accumulated unused sick days from the prior year.

4. The accumulation of unused sick days under paragraph 3 hereof, shall commence with the year 1969.

NOTE:
It is understood that the sick pay benefits of Article 12 will apply to regular assigned yardmasters working yardmaster assignments at General Motors Company Plants who have 11 months continuous service as such and whose positions are abolished because of a shutdown of such Plants due to strike or model changeover. The foregoing will also apply to a regular assigned Yardmaster who is displaced as a result of such abolishment. It was also understood that the provisions of Article 12 applied only to Yardmasters regularly assigned as such.
ARTICLE 13
Holiday Pay

(The following provisions have been reproduced from Article III of the National Agreement of November 29, 1967)

Section 1. Effective January 1, 1968, yardmasters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, in addition to their regular pay:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas
Employee's Birthday.

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

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

Section 3. Under no circumstances will a yardmaster be allowed more than one time and one-half payment for service performed by him on any day, whether it is a work day, a rest day, or a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules which provide for payment at the rate of time and one-half for service over eight hours.

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

Section 5. Not reproduced.
(The following provisions have been reproduced from Article II of the National Agreement of September 20, 1968)

Effective January 1, 1968, Article III - Holidays of the Agreement of November 29, 1967 is amended by the addition of Section 6, as follows:

Section 6 (a) When any of the holidays enumerated in Section 1 hereof falls on a rest day of a regularly assigned yardmaster, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular yardmaster works as yardmaster on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to Section 3 hereof.

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

(c) The rest day holiday and vacation holiday pay provided by this Section 6 shall not apply to extra yardmasters, or to regularly assigned yardmasters who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other schedule agreements.

ARTICLE 14
Health and Welfare and Life Insurance Plan

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of February 26, 1970, shall be applicable to employees covered by this agreement.

ARTICLE 15
Union Shop

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter
provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full-time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.
(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

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

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.
(b) The carrier shall determine on the basis of the evidence produced at
the hearing whether or not the employee has complied with the terms of this
agreement and shall render a decision within twenty calendar days from the date
that the hearing is closed, and the employee and the organization shall be
promptly advised thereof in writing by Registered or Certified Mail, Return
Receipt Requested.

If the decision is that the employee has not complied with the terms of
this agreement, his seniority and employment under the Rules and Working Conditions
Agreement shall be terminated within twenty calendar days of the date of said
decision except as hereinafter provided or unless the carrier and the organization
agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization
it may be appealed in writing, by Registered or Certified Mail, Return Receipt
Requested, directly to the highest officer of the carrier designated to handle
appeals under this agreement. Such appeals must be received by such officer
within ten calendar days of the date of the decision appealed from and shall
operate to stay action on the termination of seniority and employment, until
the decision on appeal is rendered. The carrier shall promptly notify the other
party in writing of any such appeal, by Registered or Certified Mail, Return
Receipt Requested. The decision on such appeal shall be rendered within twenty
calendar days of the date the notice of appeal is received, and the employee and
the organization shall be promptly advised thereof in writing by Registered
or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with
the terms of this agreement, his seniority and employment under the Rules and
Working Conditions Agreement shall be terminated within twenty calendar days of
the date of said decision unless selection of a neutral is requested as provided
below, or unless the carrier and the organization agree otherwise in writing.
The decision on appeal shall be final and binding unless within ten calendar
days from the date of the decision the organization or the employee involved
requests the selection of a neutral person to decide the dispute as provided in
Section 5(c) below. Any request for selection of a neutral person as provided
in Section 5(c) below shall operate to stay action on the termination of seniority
and employment until not more than ten calendar days from the date decision is
rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by
the highest officer of the carrier designated to handle appeals under this
agreement the organization or the employee involved requests such highest officer
in writing by Registered or Certified Mail, Return Receipt Requested, that a
neutral be appointed to decide the dispute, a neutral person to act as sole
arbitrator to decide the dispute shall be selected by the highest officer of the
carrier designated to handle appeals under this agreement or his designated
representative, the Chief Executive of the organization or his designated
representative, and the employee involved or his representative. If they are
unable to agree upon the selection of a neutral person any one of them may
request the Chairman of the National Mediation Board in writing to appoint such
neutral. The carrier, the organization and the employee involved shall have the
right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from the date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletinizing rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.
If the final determination under Section 5 of this agreement is that an employee’s seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee’s employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

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

Section 9.

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

Section 10.

(a) The carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement, periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate. Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.
(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

ARTICLE 16
Effective Date and Termination

This Agreement shall become effective December 1, 1970 and cancels all previous Agreements covering Yardmasters except it does not in any way supersede or affect Agreements made May 25, 1951, by and between certain Eastern, Western and Southeastern Carriers and the Yardmasters shown thereon and represented at that time by the Brotherhood of Railroad Trainmen, and shall remain in full force and effect until revised in accordance with the procedure prescribed by the Railway Labor Act, as amended.

Signed at Detroit, Michigan, this 13th day of November, 1970.

FOR THE RAILROAD YARDMASTERS OF AMERICA

FOR THE GRAND TRUNK WESTERN RR COMPANY

Anthony J. Wedomski
General Chairman

D.E. Provera
Labor Relations Officer
Mr. L. E. Miller, General Chairman
Railroad Yardmasters of America
Route #2 1113415 V. Avenue
Vicksburg, Michigan 49097

Dear Sir:

This will confirm conference held with your Organization at Detroit, Michigan, on April 8, 1976, for the purpose of discussing certain amendments to Article 4(d) of the Yardmasters Working Agreement.

As a result of our discussion, it would be my proposal that we amend Article 4(d) to read as follows:

"Article 4 - assignment

****
(d) 1. Yardmaster positions known to be vacant for a period of four (4) days or more may be claimed by the senior qualified yardmaster applying therefor.

2. Vacancies other than known vacancies on Yardmaster positions shall be taken on the fourth day by the senior yardmaster applying therefore; rest days will be counted as days in the four-day vacancy.

3. With the exception of vacation vacancies, when a yardmaster vacancy has existed for a thirty (30) day period, such vacancy will be advertised by bulletin as a permanent vacancy and filled in accordance with the provisions of Article 4(b). Yardmasters so displaced from positions may exercise their seniority upon their return to service, to any yardmaster assignment to which their yardmasters seniority entitles them.

4. Regular Yardmasters who have taken temporary vacancies under paragraph 1 or 2 of this Article 4(d), may only return to their regular assignment or claim a temporary vacancy on another assignment as follows:
(a) The temporary vacancy presently occupied terminates. (Regular incumbent returns or position is abolished.)

(b) By being displaced from the temporary vacancy by a senior employee.

(c) By exercising seniority rights onto another temporary vacancy which vacancy occurs subsequent to the yardmaster being assigned to his present temporary vacancy.

NOTE: Yardmasters may not claim temporary vacancies on their regular assignment.

If the foregoing amendment to Article 4(d) of the Yardmasters Working Agreement meets with your concurrence, then sign two copies of this letter, which is being furnished you in quadruplicate and return to the undersigned.

Yours very truly,

[Signature]

Director, Labor Relations

Approved By:

[Signature]

General Chairman, Railroad Yardmasters of America

Date: May 12, 1976
February 22, 1985

Mr. L. E. Miller, General Chairman
Railroad Yardmasters of America
13190 S. 38th Street, RR #2
Vicksburg, Michigan 49097

Dear Sir:

This has reference to our discussions relative to the proper application of Article 12 - Sick Leave, of the Yardmasters' Working Agreement.

As you are aware, when Article 12 was initially written and adopted on the G.T.W., there was a stabilization of employment on regular yardmaster positions which resulted in very few instances of regular assigned yardmasters being demoted to an extra yardmaster status. However, in the last few years, due to economic conditions, reorganization of assignments, closing of yards, etc., circumstances have resulted in yardmasters moving between a regular assigned status and an extra status quite frequently. Article 12, Sick Leave, is ambiguous to the extent that no language was written therein which contemplated the demotion of yardmasters from a regular assigned status to an extra status, thus resulting in confusion as to the proper application of that rule under such circumstances. Accordingly, it is necessary to review the language of Article 12 and attempt to determine the intention of the parties thereto, when such rule was adopted.

The first sentence of paragraph 1 of Article 12, reads as follows:

1. Regularly assigned yardmasters, after one year's continuous services as such, shall be allowed time off with pay in bona fide cases of personal sickness as follows:

In Fourth Division, N.R.A.B., Award No. 3098, the foregoing quoted language was thoroughly reviewed and the following principles were clearly established:

1. The Yardmasters sick leave rule only applies to regularly assigned yardmasters and may only be used while in a regularly assigned yardmaster status.

2. A yardmaster must be regularly assigned "continuously" in such status for one year before he becomes entitled to the benefits of that rule. Any break in the regularly assigned status before completing one continuous year's service as such, voids
all previous time worked in the regular assigned status, towards the accumulation of one year's continuous service.

Regarding the balance of the language in paragraph 1, which reads as follows:

"After 1 year's service - 5 days during the succeeding 12 months.
After 2 years' service - 10 days during the succeeding 12 months.
After 3 years' service - 15 days during the succeeding 12 months.
After 4 years' service - 20 days during the succeeding 12 months.
After 5 years' service and thereafter - 25 days per 12 months."

it is obvious that the term "After 1 year's service", "After 2 years' service", "After 3 years' service", etc., has reference to service as a "Regularly assigned" yardmaster and that the "year" of service at each step, must be "after" a full year of service as a "Regularly Assigned" Yardmaster. Furthermore, the language providing for the number of sick days at each step reading:

"during the succeeding 12 months."

means that the allotted sick days, unless not used and are placed in the reserve provided for in paragraph 3 of Article 12, are applicable only to the 12 month period "immediately succeeding the date the sick days are allotted."

Based on the foregoing, it is Carrier's interpretation that the proper application of Article 12 - Sick Leave, in cases where no break in regular assigned service occurs and in cases where a break in regular assigned service does occur, should be governed by the following examples:

EXAMPLE NO. 1 - No break in service following initial assignment as a Regularly Assigned Yardmaster.

John Doe is the successful applicant for a regular assignment as a yardmaster effective August 1, 1978. Effective July 31, 1979, John Doe completes one year's continuous service as a regularly assigned yardmaster and continues in the capacity of a regularly assigned yardmaster, without any break in service as such, for the next six years. John Doe would be entitled to time off with pay in bona fide cases of illness as follows:

August 1, 1979 - 5 days during the succeeding 12 months.
August 1, 1980 - 10 days during the succeeding 12 months.
August 1, 1981 - 15 days during the succeeding 12 months.
August 1, 1982 - 20 days during the succeeding 12 months.
August 1, 1983 - 25 days during the succeeding 12 months.
August 1, 1984 - 25 days during the succeeding 12 months.
EXAMPLE NO. 2 - Breaks in regular assigned service following initial assignment as a Regular Assigned Yardmaster.

Bill Smith is the successful applicant for a regular assignment as a yardmaster effective March 15, 1978. Bill Smith has the following record of employment as a regularly assigned yardmaster during the succeeding eight year period:


July 7, 1978 - Job abolished due to model change over and reverts to status of yardman - Extra Yardmaster.


December 22, 1978 - Job abolished due to holiday shutdown, and reverts to status of yardman - Extra Yardmaster.

January 2, 1979 - Awarded regular yardmaster assignment.

July 3, 1981 - Job abolished due to strike and reverts to status of yardman - Extra Yardmaster.


May 10, 1982 - Displaced by senior yardmaster due to job abolition and reverts to status of yardman - Extra Yardmaster.

July 20, 1983 - Awarded Regular yardmaster assignment, and continues in regular assigned status until retirement.

Bill Smith would be entitled to time off with pay in bona fide cases of illness as follows:

*January 2, 1980 - 5 days during the succeeding 12 months.
*January 2, 1981 - 10 days during the succeeding 12 months.
**January 2, 1982 - 10 days during the succeeding 12 months.
***July 20, 1983 - 10 days during the succeeding 12 months.
July 20, 1984 - 15 days during the succeeding 12 months.
July 20, 1985 - 20 days during the succeeding 12 months.
July 20, 1986 - 25 days during the succeeding 12 months.
July 20, 1987 - 25 days during the succeeding 12 months.

*Due to breaks in service as a regular assigned yardmaster, Bill Smith did not complete "one
Year's continuous service" as a regular assigned yardmaster until January 1, 1980.

**Due to the job abolitionment on July 3, 1981, Bill Smith did not have 3 years service as a regular assigned yardmaster on January 2, 1982. However, he did have 2 years prior service as a regular assigned yardmaster and was still entitled to 10 days sick leave.

***Due to the displacement of Bill Smith on May 10, 1982, he still had not completed the third year of service as a regularly assigned yardmaster and still only had two years service as a regular assigned yardmaster. He was, however, still qualified for 10 days sick leave because of his prior 2 years service as a regularly assigned yardmaster. Also, because Bill Smith was not regularly assigned as a yardmaster in 1983 on his old anniversary date of January 2nd, and has exceeded the "succeeding 12 months" period from when he last qualified for sick leave, it is necessary to assign a new anniversary day for sick leave entitlement purposes, as of the date Bill Smith again became a regularly assigned yardmaster.

Regarding paragraphs 2 and 3 of Article 12, such paragraphs are clear and require no further explanation. Also, the NOTE to Article 12 is reviewed and interpreted in Fourth Division, N.R.A.B., Award No. 3098, and should not require any further explanation.

If Carrier's interpretation of paragraph 1 of Article 12 meets with your concurrence, then sign two copies of this letter, which is being furnished you in quadruplicate, in the space provided and return to the undersigned.

Yours very truly,

F. CORCORAN
Director, Labor Relations

APPROVED BY:

L. E. Miller, General Chairman

Date: Feb 28, 1985
Mr. R. K. Russell, General Chairman
Railroad Yardmasters of America
8526 W. 101 Terrace
Palos Hills, Illinois 60464

Dear Sir:

This has reference to your letter of August 16, 1971, and our subsequent telephone conversation in connection therewith, concerning the filing and appealing of claims or grievances under Article 6(d) – Claims and Grievances, of the current Yardmasters' Working Agreement.

This letter will service to confirm the understanding reached with your Organization, that all claims and/or grievances arising out of incidents occurring on or after September 1, 1971, will be initially filed with the Superintendent of the Division on which the incident occurs. If a disallowed claim or grievance is to be appealed, such appeal will be taken to the Labor Relations Officer, the highest officer of the carrier designated to handle claims or grievances.

This letter will supersede my letter of October 13, 1967, to former General Chairman A. J. Woldanski, on this matter.

Yours very truly,

[Signature]

Labor Relations Officer

cc: Mr. H. E. Kent – Battle Creek
    Mr. H. Reed – Pontiac

    Kindly arrange to have bulletins posted at all points where Yardmasters under your jurisdiction are employed, advising that in accordance with Agreement reached with the R.Y.A., all claims or grievances arising out of incidents occurring on or after September 1, 1971, will be filed directly with the Division Superintendent having jurisdiction over the terminal where the claim or grievance arises. Also, that if a disallowed claim or grievance is to be appealed, such appeal will be taken to the Labor Relations Officer.

    These bulletins should be posted as promptly as possible.

cc: Mr. E. T. Rose – Gen. Supt. Trans. – Detroit

    For your information.

cc: D.E.P.'s Book #IX.