AGREEMENT

BETWEEN THE

BUFFALO & PITTSBURGH RAILROAD, INC.

AND ITS YARDMASTERS REPRESENTED

BY THE

UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

EFFECTIVE

October 31, 1991

AMENDED

July 1, 1994
May 29, 1998
June 15, 2001
May 1, 2004
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ARTICLE 1
SCOPE AND DEFINITION

The provisions of this Agreement shall govern the hours of service working conditions, and rates of pay of Yardmasters as specified in Article 6. The duties and responsibilities of Yardmasters include:

A. Non-exclusive supervision of employees directly engaged in the switching, blocking, classifying and handling of cars and trains and duties directly incidental thereto that is required of the Yardmaster in a territory as designated by the Carrier.

It is not the Carrier’s intention to use the term "non-exclusive" as a means of transfer Yardmaster work to other classes or in order to eliminate, or avoid the creation of Yardmaster positions. The purpose of this language is to address a situation where there may be incremental Yardmaster work that would not occupy a full-time Yardmaster.

B. Such other duties as assigned by the Carrier.

The term "Duly Accredited Representative" as used in this Agreement will be understood to mean the regularly constituted Committee, or any member or members thereof, or an Officer of the United Transportation Union-Yardmaster Department.

A Substitute (Extra) Yardmaster is an employee who has been selected by the Carrier to perform extra Yardmaster service but who has not yet acquired Yardmaster seniority under the Agreement. An Unassigned Yardmaster is an employee who has been selected by the Carrier to perform extra Yardmaster service and who has acquired Yardmaster seniority under the Agreement.

ARTICLE 2
BASIC DAY, OVERTIME, STARTING TIME AND CALL

A. Eight (8) hours shall constitute a day's work.

B. Effective November 1, 1999, time worked in excess of eight (8) hours in any twenty-four (24) hour period, except as provided hereafter, or work performed by an employee on his designated rest days shall be paid for at time and one-half.

C. In the application of paragraph B, this will not apply where two (2) tours of duty are worked during a twenty-four (24) hour period in the exercise of seniority or in the filling of a regular relief assignment, nor to Unassigned or Substitute Yardmasters where there is a definite break of time between the two tours of duty.

D. Regularly assigned Yardmasters will have a designated time and place to go on duty and
will go off duty at the starting point. No regular shift shall begin work between the hours of midnight and 6:00 a.m. unless agreed to by the General Chairman. Yardmasters may be assigned the use of a Carrier vehicle to supervise their terminals. Under emergency conditions described in Article 14C or arising from an unusual requirement for customer service, an employee maybe required to report at a different time and or place. (It is not intended hereby to change the basic rule stated in the first sentence of this paragraph.)

ARTICLE 3
FIVE DAY WORK WEEK

A. The Carrier may not reduce a Yardmaster's assignment to less than five (5) days per week except as provided in Article 4.

Two (2) regular rest days each week, designated by the Carrier, shall be assigned to each position.

Consistent with the requirements of the service, due regard shall be given to the preference of the regular Yardmasters, in seniority order, in fixing the rest days of 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 would cause or necessitate working a Yardmaster with reasonable regularity in excess of five (5) days per week, or by agreement with the General Chairman. Days off may be accumulated over a period not to exceed five (5) consecutive weeks.

B. The term "rest days" as used in this Agreement means that for a regularly assigned Yardmaster seventy (70) hours, and for a regularly assigned relief Yardmaster (who performs five (5) consecutive days Yardmaster service) fifty four (54) hours, shall elapse between the time he is required to report for duty on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to Yardmasters exercising seniority.

C. 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.

D. Any tour of duty worked by an Unassigned or Substitute 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 provision of this Agreement.

E. It is understood that personal leave days are not authorized under this Agreement. With the Carrier's consent, trading off will be permitted, where mutually agreeable between
qualified employees, for a period not to exceed two (2) weeks and not causing additional pay.

ARTICLE 4
RELIEF ASSIGNMENTS

Where relief requirements regularly consist of five (5) days work per week, relief Yardmaster positions will be established and filled in accordance with Article 12.

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 of the General Chairman, be established and filled in accordance with Article 12. Employees assigned to such positions will have preference over Extra Yardmasters for available extra work covered by this Agreement to the extent of one day per week.

Assignments for regular relief positions may on different days be assigned different starting times, duties and work locations.

ARTICLE 5
POSITION TRANSFER

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.

ARTICLE 6
RATES OF PAY

A.
  i. Effective November 1, 2003 the Yardmaster's daily rate is increased three percent (3%) to $170.39.
  
  ii. Effective May 1, 2005 the Yardmaster's daily rate is increased three percent (3%) bringing the daily rate to $175.50.
  
  iii. Effective May 1, 2006 the Yardmaster's daily rate is increased three percent (3%) bringing the daily rate to $180.77.
B. Yardmasters shall be compensated on a daily basis, and the amount of compensation to be paid an employee in any pay period shall be determined by the days in such pay period for which such employee is entitled to compensation, multiplied by the applicable daily rate as provided above.

C. When a regularly assigned Yardmaster performs service other than his regular duties, the rate of pay will be not less than his regular rate of pay for days so used.

D. Rates of new positions will be fixed in accordance with the scope and responsibility of positions in the territory where created.

E. Yardmasters training student Yardmasters will receive an instructor's allowance of $10.00 per day for each tour of duty that a trainee is assigned to that Yardmaster.

F. Student Yardmasters will receive 80% of the daily rate while in training.

G. Unassigned or Substitute Yardmasters performing service more than eight (8) consecutive hours on a shift and/or more than five (5), eight (8) hours shifts in a work week, beginning on Monday, will be compensated for such service at the rate of time and one half.

H. Unassigned or Substitute Yardmaster claiming or assigned to a hold down on a regularly assigned position will assume the rest days assigned to that position. Unassigned or Substitute Yardmasters will be paid at the straight time rate for days actually worked on the position between Monday and the first rest day assigned to the hold down.

ARTICLE 7
YARDMASTER CALLING PROCEDURES

A. The order of preference in filling day-to-day vacancies and extra Yardmaster service is:

1. Unassigned Yardmasters in seniority order.
2. Substitute Yardmasters in the order of first use as a Yardmaster.
3. Regularly Assigned Yardmasters in seniority order.

B. Unassigned or Substitute Yardmasters will not be held off in their basic craft if it will result in losing two shifts to fill a Yardmaster vacancy.

C. Unassigned or Substitute Yardmasters will not be held off in their basic craft one shift prior to a Yardmaster vacancy when another Yardmaster is available to fill the vacancy.

D. An Unassigned or Substitute Yardmaster required to lose two shifts in their basic craft to fill a Yardmaster vacancy, due to a short supply of Yardmasters or due to Hours of Service restrictions, will be compensated a day's pay at the pro rata rate of the basic craft.
ARTICLE 8
GENERAL YARDMASTER

General Yardmaster positions may be established by mutual agreement between the Carrier and General Chairman. It is understood that when a General Yardmaster position is established for a particular location, the following will apply:

1. A regular Yardmaster assigned to the position of General Yardmaster will be considered as a regularly assigned Yardmaster for the purpose of applying all the rules of the UTU Yardmaster Agreement, except those rules specifically changed herein.

2. This position will have a ten (10) days advance abolishment notice requirement. The ten (10) days advance notice may be reduced by mutual agreement of the parties.

3. A General Yardmaster is responsible for performance of those functions that accrue to the Yardmaster craft by virtue of the Scope Rule with the UTU Yardmaster Agreement and, in addition, such other duties as prescribed by his supervisor. It is not intended these additional duties necessarily be confined to a strict geographic location. It is understood that a General Yardmaster position will not be established to infringe in any way upon the work of another Yardmaster and will not be expected to perform work accruing to some other craft. The performance of duties outside the existing Scope Rule will not serve to bring these functions under its coverage.

4. The agreement contemplates maximum flexibility in the use of a General Yardmaster. It is intended that those agreement rules in conflict with this concept will be suspended.

5. The General Yardmaster daily rate will be ten (10) hours at the Yardmaster pro rata rate of pay for each day service is performed. The position will have two (2) assigned rest days, which will be the same each week.

6. A General Yardmaster position will be advertised to Yardmasters holding seniority on the roster where the General Yardmaster position is located. The Carrier will have the right to select the applicant to fill the General Yardmaster position without regard to seniority standing.
ARTICLE 9
CLASSIFICATION

No change in the title of Yardmaster shall be made for the purpose of reducing the rate of pay of a position unless there is a change in its duties and responsibilities.

ARTICLE 10
QUALIFICATION AND PROMOTION

A. Qualifications for Yardmasters will be determined by the Carrier based upon the requirements of the job. Job qualifications will be posted periodically and will be available upon request, so that employees will be informed.

B. Yardmasters will be considered for promotion.

ARTICLE 11
SERVICE LETTER

Yardmasters leaving a position covered by this Agreement shall, upon request; be given a service letter showing his dates of employment with the Carrier, as well as his position(s) and rate(s) of pay therefor.

ARTICLE 12
SENIORITY. BULLETINS ASSIGNMENTS AND STARTING TIME

A. Seniority rosters as presently established shall remain in effect. Seniority of Yardmasters will be established after ninety (90) days of service as a Yardmaster (excluding supervised training, not to exceed ten (10) working days). Such seniority will date back to the first day of such ninety (90) day service.

B. If a Substitute Yardmaster declines to accept service as such for any reason, he shall forfeit his rights under this proper officer, with copies to the Local and General Chairman. If a Substitute Yardmaster misses call without a legitimate reason (illness which can be documented by a doctor's excuse, vacation, bereavement leave, jury duty, or filling an official position) three (3) times in a calendar year, he shall forfeit his rights under this cumulative period and will be notified in writing accordingly by a proper officer, with copies to the Local and General Chairman.
C. Unassigned Yardmasters having established seniority under this Article must thereafter protect all Yardmaster service available to them in the terminal where they are working, provided that if an Unassigned Yardmaster misses call without a legitimate excuse reason (illness which can be documented by a doctor's excuse, vacation, bereavement leave, jury duty, or filling an official position) three (3) times in a calendar year, he shall forfeit his rights under this Agreement. Such Unassigned Yardmaster who forfeits his seniority for missing call or for declining service will be notified in writing accordingly by a proper officer, with copies to the Local and General Chairman.

D. In the event an Unassigned Yardmaster does not follow his seniority to a permanent opening in the terminal where he is working, he shall forfeit all rights under this Agreement.

E. If a regular or unassigned Yardmaster for any reason give up his seniority as such, or if a Substitute Yardmaster is disqualified for any reason under the ninety (90) working day provisions of this Agreement, he will not again be allowed to work in this capacity for a period of one (1) year except when no qualified Yardmasters are available.

F. When Substitute Yardmasters are needed, the Carrier may bulletin therefore. Successful applicants will be selected by the Carrier and will be required to qualify within ninety (90) days from the date selected to qualify on all yardmaster positions specified in the bulletin. (Qualifying time may be extended by mutual agreement in writing between the Carrier and the General Chairman.)

G. Employees holding seniority, but not working as such, must protect any day-to-day vacancy or extra Yardmaster service for which they are available.

H. Except when prohibited from working his regular assignment in another craft due to the Hours of Service Law or filling a temporary official position, if an Unassigned or Substitute Yardmaster marks off or misses call for a Yardmaster assignment for any reason he will not be used a Yardmaster for sixteen (16) hours from the starting time of the position for which he was called.

I. If an Unassigned or a Substitute Yardmaster is marked off in his basic craft under the provisions of paragraph 12(C) to perform service as a Yardmaster or to fill a temporary official position, he will be considered automatically marked back up in his basic craft at the conclusion of that tour of duty, and will be considered available for extra Yardmaster service in accordance with the rules of this Agreement without the requirement that he first perform service in his basic craft. However, if such an employee requests to remain marked off or marks off for any reason, he will be required to mark back up and work in his basic craft before he will again be considered available for extra Yardmaster service.

J. General Chairman will be advised promptly of all employees who require or forfeit seniority under this rule.
K. A Yardmaster promoted to a non-contract position or placed on a special assignment with the Carrier, may retain and accumulate seniority by complying with the maintenance of membership requirements Article 33. In the event such an employee is involuntarily removed from such a position, he will be permitted to exercise his seniority rights, provided he does so within fifteen (15) days from the date so removed. In the event such an employee voluntarily relinquishes such a position, he shall not be permitted to displace any regularly assigned Yardmaster, and may bid only on vacancies or new positions after fifteen (15) days after relinquishment, or work as an Unassigned Yardmaster.

L. A regularly assigned Yardmaster may be used on a special assignment with the Carrier for up to sixty (60) days, and his regular assignment will be filled in accordance with the Agreement. After sixty (60) days, the employee will return to his former position (in rotation) unless the position has been filled by a senior employee in the exercise of his seniority under a provision of this Agreement.

**ARTICLE 13**

**DISPLACEMENT RIGHTS**

A. Yardmasters who are displaced for any reason must exercise their seniority rights within forty-eight (48) tours from time of displacement notice, except those n vacation, leave of absence or off due to sickness.

Displacement notice shall be satisfied by calling the telephone number which the employee has designated to the Carrier.

B. Employees who are on vacation, leave of absence or off due to sickness at the time of displacement or posting of an advertisement will be permitted to displace a junior employee or claim an advertised position within forty-eight (48) hours of return to service.

C. The minimum displacement notice will be four (4) hours in advance of the starting time of the assignment to which displacement is made.

D. In application of this Article, regularly assigned employees shall be rotated on (1) shift forward every thirty (30) days.

E. Changes in the rotation system may be made by mutual agreement between the General Chairman and the Carrier.

**ARTICLE 14**

**REDUCTION IN FORCE**

A. In the event of reduction in force, Yardmasters will be furloughed in accordance with their seniority. When forces are increased, they shall be returned to service in the order of their
seniority. Yardmasters desiring to avail themselves of this Article must file their address with the proper official, in writing, at the time of reduction, advise promptly of any change in address and renew address each ninety (90) days.

B. In the event the Carrier decides to abolish a Yardmaster position covered by the rules of this Agreement, the Carrier shall notify the General Chairman by telephone (confirmed in writing) or telegraph not less than five (5) calendar days prior to the effective date of abolishment. If requested by the General Chairman, a representative of the Carrier and the General Chairman or his representative shall meet for the purpose of discussing such abolishment.

C. Rules, agreements or practices, however established, that required 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, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph D 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 in his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position. If any employee works any portion of the day, he will be paid in accordance with existing rules.

D. 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 operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

ARTICLE 15
RECALL TO WORK

A. When the work force is increased, furloughed employees will be recalled based on need, by calling employees in seniority order, and employees will retain their original employment dates and standing provided they report for duty within ten (10) days; from the date the furloughed employee receives notice of recall, confirmed by certified mail, return receipt requested. After an employee has received a recall notice, the employee must notify the Carrier within three (3) days of the date upon which the employee will return to work within the prescribed ten (10) day period.

B. Furloughed employees are required to keep the Carrier currently informed of their address and telephone number at which they can be reached. Failure to do so or failure to report for duty within the time designated in Article 14 (A) will result in forfeiture of all seniority rights and benefits.
C. The Carrier will not hire new Yardmaster employees while there are Yardmasters on layoff who are qualified for vacancies or who can qualify within a reasonable time.

ARTICLE 16
BULLETINING NEW POSITIONS

New positions, or vacancies known to be of more than thirty (30) days duration, except for vacations, covered by this Agreement will be bulletined by the Carrier for five (5) calendar days. Applications, in triplicate, bearing the personal signature of the applicant, must be filed with the designated officer of the Carrier within five (5) calendar days from the date of the bulletin. The applicant will send one copy to the General Chairman, one copy to the designated Carrier officer, and the applicant for his record will retain the third copy.

Ability and fitness being sufficient, of which the Carrier shall be the judge, seniority in the craft or class shall prevail in filling the position or vacancy.

A. Assignment shall be made within five (5) days after expiration of the bulletin.

B. The time limits provided in this Article may be changed by mutual agreement in writing between the designated Carrier officer and General Chairman.

ARTICLE 17
HOLD DOWNS

Vacancies reasonably believed to be of at least five (5) days but less than thirty-one (31) days in duration because of the unavailability of the incumbent shall be filled by the senior Yardmaster making written application to the designated Carrier officer. If no Yardmaster makes application for the vacancy, the senior Unassigned or a Substitute Yardmaster may be assigned to the vacancy. After the expiration of thirty (30) days, the Yardmaster(s) involved shall return to the former position(s), in which case the Yardmaster(s) shall have full displacement rights provided by this Agreement.

ARTICLE 18
LEAVING THE SERVICE

An employee covered by this Agreement who leaves the service of his own accord shall forfeit all seniority and employment rights and benefits. Such an employee who is discharged shall also forfeit all such rights and benefits, unless he is reinstated under Article 24 other than on a leniency basis.
ARTICLE 19
SENIORITY ROSTERS

Seniority rosters will be published as of January 1 of each year and posted on the bulletin board in each location where yardmasters report for duty, with copies to the Local Chairman and General Chairman. Rosters will be open for correction for a period of sixty (60 days from the date issued, so far as the establishment of seniority for employees after the date of the previous roster is concerned. Errors in carrying forward the record from previous rosters may be corrected at any time.

ARTICLE 20
CHANGES IN ASSIGNMENTS

Where the tour of duty of a Yardmaster holding a permanent position covered by this Agreement is permanently changed two (2) hours or more, the position will be bulletined and filled in accordance with Article 16. (This does not apply to changes incident to daylight savings time.) When a rest day of such a position is changed; the position will be bulletined and filled in accordance with Article 16. Employees holding such positions shall exercise seniority within forty-eight (48) hours of the change.

ARTICLE 21
CHANGES IN RATES

Except when changes in rates result from negotiations for adjustment of a general character, the changing of a rate of a specified position for a particular reason shall constitute a new position, unless otherwise mutually agreed to.

ARTICLE 22
LEAVE OF ABSENCE

Except for physical disability or as provided in Article 12, Sections (B) and (D), leave of absence in excess of ninety (90) days in any calendar year shall not be granted, unless by agreement between the Carrier and the General Chairman provided, Yardmasters upon request shall be given leave of absence, without impairment of seniority rights, to accept an elected public office. Yardmasters engaged in outside employment, except as provided above, will forfeit all rights under this Agreement, unless mutually agreed to between the Carrier and the General Chairman.
ARTICLE 23
CLAIMS OR GRIEVANCES

A. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier designated to receive them, within thirty (30) 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 thirty (30) calendar days from the date it is presented notify the employee or his representative of the reason(s) 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 for the Carrier as to other similar claims or grievances.

B. If a disallowed claim or grievance is to be appealed, such appeal must be taken to the highest designated officer of the Carrier within thirty (30) calendar days from the receipt of notice of disallowance. In all cases, the representative of the Carrier shall be notified within this thirty (30) day period of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees) as to other similar claims or grievances. It is understood, however, that the parties may by written agreement, at any stage of the handling of a claim or grievance on the property, extend the thirty (30) calendar period for either a decision or appeal, up to and including the final appeal on the property.

C. The procedure outlined in paragraphs A. and B. pertaining to appeal by the employee and decision by the Carrier shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless, within six (6) months from the date of said 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 153 Second of the Railway Labor Act. It is understood, however, that the parties may by written agreement extend the six (6) month period referred to in this paragraph.

D. A claim may be filed at any time for an alleged continuing violation of any provision of this Agreement and all rights of the claimant(s) 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 thirty (30) 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 reimbursement with pay for time lost shall be sufficient.

E. Representatives of the Organization may file and prosecute claims and grievances for and on behalf of the employees it represents. This rule does not obligate the Carrier to refuse
permission to an individual employee to present his own grievance. The effect of this rule in such a case is to require that the General Chairman or his designee be permitted to be a party to all conferences, negotiations, or hearings between the grievant and the representative(s) of the Carrier.

F. This Article shall not apply to requests for leniency.

**ARTICLE 24**

**DISCIPLINE**

A. Except as otherwise provided in this Agreement, no Yardmaster shall be disciplined, disqualified or dismissed without a fair and impartial hearing before a designated officer of the Carrier. Such an employee shall be apprised in writing of the specific charge(s) against him, with a copy to the General Chairman, and the hearing will be held within ten (10) days thereafter, if possible. The employee shall have a reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented by the duly authorized representative. He may, however, be held out of service pending such investigation.

B. A stenographic report or tape recording will be taken of such hearing and the employee charged and the General Chairman shall each be furnished with one copy.

C. A decision shall be rendered within twenty (20) days after the hearing is closed, with one copy each to the General Chairman and the employee charged.

D. An employee dissatisfied with the decision shall have the right to appeal to the next higher designated officer. If an appeal is taken, the appeal and decision must be within the time limit specified within paragraph B of Article 23.

E. An employee found to have been improperly disciplined, disqualified or dismissed shall be restored to his full seniority rights and shall be paid at his regular rate for all the time lost by him solely as a result of such improper action.

F. At the hearing or on the appeal, the General Chairman or his designee may assist the charged employee. This rule does not obligate the Carrier to refuse permission to a charged employee to present his own case personally. The effect of this rule in such a case is to require that the General Chairman or his designee be permitted to be a party to all conference, negotiations, or hearings between the charged employee and the representative(s) or the Carrier.

G. The time limits contained in this Article may be extended by mutual agreement in writing between the Carrier and the General Chairman.
H. A charged employee may request an informal conference prior to the hearing provided in paragraph A. above, and may be accompanied by the General Chairman or his designee, upon request. In the event that a satisfactory resolution is reached at this conference, it will be reduced to writing and the formal hearing procedure shall be waived by the charged employee as a part of the written settlement. If the parties are unable to reach a settlement, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charge(s) under the discipline procedure.

ARTICLE 25
VACATIONS

A. Regularly assigned Yardmasters who qualify will receive paid vacation time on the following schedule:

   After One (1) Year Seniority as a Yardmaster-Three Weeks (15 days)
   After Eighteen (18) Years Seniority as a Yardmaster-Four Weeks (20 days)
   After Twenty-five (25) Years Seniority as a Yardmaster-Five Weeks (25 days)

Vacation time cannot be accumulated from year to year, and there will be no pay for vacation in lieu of time off.

B. To be eligible for vacation pay, an employee must have earned one hundred forty (140) vacation credits in the preceding calendar year. One (1) credit is earned for every day a regularly assigned Yardmaster performs work covered by this Agreement of the Carrier. Carrier service performed by an employee outside this Agreement will count towards the vacation schedule of minimum days.

C. A regularly assigned Yardmaster who has earned the minimum number of credits to qualify for vacation pay will receive one (1) week's pay at the normal assignment rate for every week to which he is entitled.

D. Vacation requests from those who qualify in a given calendar year must be submitted in writing to the designated Carrier representative no later than January 31 of each year. Those employees with the greatest seniority will have priority if duplicate requests for the same vacation times are received. When submitting requests, employees should include at least three (3) choices in case of duplicate requests.

E. All vacations will commence at the beginning of the tour of duty for the employee's designated work week and continue as consecutive week(s). No vacation will be allowed to be taken on a daily basis except under unusual circumstances, and then only when approved by the Carrier. Employees are encouraged to take their vacations when they will have the least effect on the Carrier. The Carrier will determine the feasibility of any request which may interfere with its service or operation. Employees may split their vacation into not less than one (1) week segments.
F. Employees represented by the UTU-Y who during a vacation qualifying year, work part of the time as a Yardmaster, part of the time in train or engine service and/or part of the time under a vacation agreement covering another class or craft and the employee fails to render sufficient compensated service in a qualifying year to qualify for vacation either under the Yardmaster Agreement, the Operating Employees Agreement, or under the agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

All compensation earned by the employee in the qualifying year will be included in computing the vacation compensation due in accordance with the applicable provisions under which the vacation is granted.

G. Unassigned or Substitute Yardmasters working in non-commingled service who fail to perform a sufficient number of days service as a Yardmaster to qualify for a vacation under the provisions of the Yardmaster Agreement will be given one and one-fourth (1\(\frac{1}{4}\)) days vacation credit for each Yardmaster shift worked toward the accumulation of 140 qualifying days.

ARTICLE 26
HOLIDAYS

A. Any employee performing service as a Yardmaster shall be paid at the rate of time and one-half for all hours actually worked on any of the following enumerated holidays, in addition to their regular pay:

<table>
<thead>
<tr>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
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<tr>
<td>Day following Thanksgiving Day</td>
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<tr>
<td>Memorial Day</td>
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<tr>
<td>Christmas Eve Day</td>
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<tr>
<td>Independence Day</td>
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<tr>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor</td>
</tr>
<tr>
<td>New Year's Eve</td>
</tr>
<tr>
<td>Two Floating Holidays</td>
</tr>
<tr>
<td>designated by the Company</td>
</tr>
</tbody>
</table>

B. To be eligible for holiday pay, an employee must have worked his last workday before the holiday, as well as his first work day following the holiday. Employees who are on vacation or bereavement leave on those days are considered to two met this requirement, and are eligible for holiday pay.

C. 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 the provisions of this Agreement.

D. Holiday pay is paid in addition to earned wages, and is computed as one (1) straight-time
day's pay at the rate of the employee's normal assignment. All holidays specified in
paragraph A. will be on the day such holidays are officially observed in Pennsylvania,
except for the designated floating holiday.

ARTICLE 27
BEREAVEMENT LEAVE

A regularly assigned Yardmaster will be granted a leave of up to three (3) days with pay,
calculated at his regular straight-time daily rate, when a death occurs in the immediate family.
"Immediate family" is defined as the employee's spouse, child, parent, parent-in-law, stepparent,
stepchild, grandchild, brother or sister. The days of leave for which the Yardmaster will be paid
are limited to those days on which he is regularly travelling to and from, or attending the funeral.
No pay will be granted to employees for this purpose who are already on vacation, leave of
absence or layoff.

Agreed-Upon Interpretations:

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement
leave:
   a) three consecutive calendar days, commencing with the day of death, when the
death occurs prior to the time an employee is scheduled to report for duty;
   b) three consecutive calendar days, ending the day of the funeral service; or
   c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do
the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second
death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of
Saturday and Sunday. His mother dies on Monday and his father
dies on Tuesday. At a maximum, the employee would be eligible
for bereavement leave on Tuesday, Wednesday, Thursday and
Friday.
Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first workday preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

**ARTICLE 28**

**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 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 duty service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

2. A Yardmaster must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

3. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

4. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay, is on leave of absence or layoff.

5. When a Yardmaster is excused from railroad service on account of jury duty, the Carrier shall have the option of determining whether or not the Yardmaster's regular position shall be blanked, notwithstanding the provisions of any other rules.
ARTICLE 29
ATTENDING COURT OR COMPANY INVESTIGATIONS

Yardmasters required by the Carrier to attend court as witnesses, or to attend Carrier investigations in which they are not directly involved, will be paid for all time lost; if attended before or after assigned work hours, they will be paid for actual time in attendance at the pro rata rate if it is a work day, with a minimum of two (2) hours pro rata; and if it is an assigned rest day, they will be paid for actual time in attendance at the time and one-half rate with a minimum of eight (8) hours pro rata. Court fees and mileage and reasonable expenses will be assigned to the Carrier in cases where pay is allowed.

ARTICLE 30
HEALTH AND DENTAL INSURANCE

A. The Carrier shall continue to pay the full cost of health and dental benefits at the level of health and dental benefits, or reasonable equivalent, currently provided to employees permanently assigned to the position of Yardmaster, during the term of this Agreement. The Carrier shall have the right to determine, in its discretion, the source through which such benefits are provided.

B. The Carrier shall provide insurance to all Yardmasters under SUPPLEMENTAL SICKNESS BENEFIT PLAN RAILROAD YARDMASTER EMPLOYEES, as provided under group contract 9000 issued by Trustmark (formerly Benefit Trust Life Insurance Company). Yardmasters will reimburse the Carrier for the cost of the plan through regular payroll deductions. In the event that a Yardmaster does not earn enough in any month to reimburse the Carrier, that Yardmaster shall be responsible for making the required payment directly to the Carrier.

C. The employees agree to make a co-payment of $15 per month by payroll deduction without cost. The $15 payment would represent the Employees Dependent Health Coverage. Employees without dependents will not be required to make the co-payment.

ARTICLE 31
ATTENDING RULE CLASSES AND EXAMINATIONS

A. Employees who are required to attend rule, rule re-certification, medical, or instructional classes on their own time shall be paid time consumed, with a minimum of four (4) hours for each attendance, at the applicable rate of the position to which assigned.
B. Employees who are required to attend rule, rule re-certification, medical, or instructional classes, shall be afforded an opportunity to take same without loss of work.

C. Employees (regular or extra) who lose time as a result of being required to attend rule, rule re-certification, medical or instructional classes shall be paid for all time lost.

D. Employees will be reimbursed for mileage when required to attend Rules Class at other than his regular reporting location. Reimbursement will be made at the standard driving allowance allowed by the IRS.

ARTICLE 32
DEDUCTION AGREEMENT

A. It is agreed that the Carrier will, in accordance with and subject to the terms and conditions of this Deduction Agreement, deduct from the wages due to each employee represented by the Union from whom it receives a valid written wage assignment, described in Section 2., an amount each month during the continuance in effect of his agreement, which shall be equal to the aggregate of the amounts to be paid by such employee to the Union for periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Union.

B. No such deductions as fixed by Section A. shall be made from the wages of an employee until after execution by the employee and delivery by the Union to the Carrier of a written wage assignment in a manner and form similar to that provided in Attachment "A", which is made a part hereof. The wage assignment shall be revocable and the revocation shall be executed on a form similar to that appearing in Attachment "B", which is made a part hereof.

The assignment and revocation forms are to be furnished by the Union without expense to the Carrier, in the form designated by the Carrier.

The Carrier shall have no responsibility or obligation whatsoever in connection with the procurement and the execution of such forms by employees and the Union shall arrange for the delivery of the executed forms to the Carrier. The necessary assignment and revocation forms shall be delivered, with the Master Deduction List hereinafter provided for, to the payroll-making office of the Carrier not later than the 16th day of the month in which the deduction, or termination of deduction, is to be made effective by the Carrier.

Where the employee submits a form similar to the Wage Assignment Revocation (Attachment "B") signifying his intent and desire to revoke the Wage Assignment Authorization previously submitted by him, to the payroll-making office of the Carrier not later than the 16th day of the month, the Carrier will accept it and arrange for the
The General Chairman of the Union shall furnish to the payroll-making office the name and address of the Secretary-Treasurer authorized to sign the Master Deduction List, together with three (3) original signatures of the Secretary Treasurer and advise promptly in the event of any change in the name or mailing address of the Secretary-Treasurer.

Deductions as provided for herein will be made by the Carrier in accordance with the Master Deduction List furnished to it by the Union. The Secretary-Treasurer of the Union shall furnish a Master Deduction List for all members who have authorized such deductions, showing the amount of the regular monthly deduction of each member. The Master Deduction List shall be prepared in the form and shall contain the information specified in Attachment "C", which is made a part hereof. Only one copy is needed by the Carrier. The Master Deduction List should reach the payroll-making office no later than the 16th of the month following the effective date of this Agreement. The Secretary-Treasurer of the Union will maintain a copy of the Master Deduction List and keep it updated for all changes. Employees should be shown in alphabetical order with their identification numbers. The name and complete mailing address of the Secretary-Treasurer to whom the remittance is to be mailed by the Carrier shall be shown on these lists.

The amounts contained in said Master Deduction List for individual employees shall, where ever possible, remain the same from one payroll period to the next. No deduction will be made for any employee for whom an entry on the Master Deduction List is incomplete, illegible or otherwise doubtful. Entries for individual employees may be considered incomplete unless the list contains the information required as specified in Attachment "C", which is made a part hereof.

It will only be necessary for the Secretary-Treasurer to furnish the payroll-making office each month information as to any change in the deductions from those shown on the Master Deduction List.

The reason for each change in deduction should be fully explained in the "Remarks" column, such as: New Authorization Form, Revocation, Omitted Deduction, Arrears, etc. In cases of Permanent Deduction, Special Assessments and Change in Permanent Deduction, the following abbreviations may be used: Perm. Ded., Spl. Assc., Change Perm. Ded. This is essential so that change may be made where necessary in the deduction file information as taken from the Master Deduction List. The amount to be deducted as established in the deduction file information will not be changed until there is a permanent change in the amount to be deducted each month. In cases of omitted items or non-permanent increases in the amount to be deducted, only the amount in excess of the regular deduction should be reported. In this manner the excess deduction will be dropped from succeeding reports, and only the regular deductions will be continued.

This information should be furnished to the payroll-making office no later than the 16th of
each month, beginning with the month of [redacted]. It should be reported on the same kind of form as used for the "Master Deduction List", only one copy will be necessary.

F. Deductions will be made, to the extent of available earnings, each month beginning with coverage for [redacted] according to information shown on these lists. The deductions will be made only from earnings due the employees for the first payroll period of each month, which is the first period of the month which contains only earnings for the current month.

The carrier will remit by check to the Secretary-Treasurer of the Union the total amount of the deductions on or before the 25th day of the succeeding month.

A machine-produced list, in alphabetical order showing amount deducted for each employee each month, will be forwarded to the Secretary-Treasurer along with the remittance. A copy of the list will be forwarded to the General Chairman.

The absence of any employees from these lists will indicate such employees were not working or did not have sufficient earnings from which to make the deductions. Regular deductions will be made in subsequent periods to the extent of available earnings as long as the employee's name remains on the Master Deduction List:

No deductions will be accumulated or carried over from month-to-month for any reason whatsoever. In the event of any error by the Carrier, it shall be authorized to adjust it, advising all concerned accordingly. In the event of an error by the Carrier in the amount of its remittance to the Union, if such error is not otherwise adjusted prior to the dispatch of the remittance the following month, The Carrier will be permitted to adjust the amount of succeeding remittance to correct the error.

G. The Carrier will not make a deduction from the wages of any employee who does not have due to him the first payroll period of the calendar month an amount equal to the sum to be deducted in accordance with this Deduction Agreement, after first deducting, as priority deductions, amounts due in the following categories:

i. Federal, State and Municipal taxes,
ii. Amounts held by order of court by garnishment and attachments,
iii. Amounts due the Carrier,
iv. Prior Valid Assignments and Deductions

H. Responsibility of the Carrier under this Deduction Agreement shall be limited to remitting to the Union amounts actually deducted from wages of the employees pursuant to this Deduction Agreement and the deductions specified on a deduction list or for failure to do so. Any questions arising as to the correctness of the amount listed and deducted shall be handled between the employee involved and the Union, unless the Carrier, recognizing a mathematical mistake by it, elects to make direct adjustment pursuant to the fourth paragraph of Section F. above.
I. No part of this Deduction Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; likewise, no part of any other agreement between the Carrier and the Union shall be used as a basis for a grievance or time claim by or on behalf of any employee predicted upon compliance or failure to comply with the provisions of this Deduction Agreement.

J. The Union shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses, or damage resulting from the making of this Deduction Agreement or from compliance or failure to comply with the provisions thereof.

K. In the event of any change in the representations of any craft or class of employees covered by the deduction lists submitted under this Deduction Agreement, this Deduction Agreement shall automatically terminate as to such employees from the date that the official notification is received from the National Mediation Board of such change. If the Union institutes any suit against the Carrier under this Deduction Agreement, said Deduction Agreement shall terminate immediately.

ARTICLE 33
UNION SHOP

A. 1. All employees covered by the Agreement shall, as a condition of their continued employment, become members of the organization party to that Agreement representing their craft or class within sixty calendar days of the date they are first appointed to a permanent position as such employees after the effective date of that Agreement, and thereafter shall remain members in good standing in such organization.

2. An employee who has completed training as a Yardmaster and works as such more than five (5) days in a calendar month will pay Yardmaster dues for that month provided no union dues are payable to another labor organization holding contract with the Carrier. Monthly dues payable under this paragraph will be made by direct payment to the organization rather than under "Article 32 - Deduction Agreement".

B. 1. Employees who retain seniority under the rules and working conditions provided in the Agreement who are regularly assigned or transferred to full-time employment not covered by that Agreement, or who are furloughed on account of force reduction, will not be required to maintain membership where required by Section A. of this Article so long as they remain in such other employment or furloughed, but they may do so at their option. Should such employees return to service covered by the Agreement, they shall, as a condition of their continued employment subject to Section A above, be required to become and remain members in good standing in the organization representing their craft or class within thirty (30) days from the date of their return to such service.
2. The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Article, but such employees shall, upon resumption of employment covered by the Agreement, be covered by Section A of this Article.

C. Nothing in this Article 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 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 retaining membership. For purposes of this Section, 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.

D. 1. The Carrier will furnish the organization information requested by the General Chairman with respect to the employment status of employees in the craft or class represented by it, and which is reasonably necessary for the administration of this Article. The organization will notify the Carrier in writing of any employee who, by reason of failure to comply with the terms of this Article, is not entitled to continue in employment. Upon receipt of such notice, the Carrier will, as promptly as practicable, but within ten (10) calendar days of such receipt, so notify such employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. A copy of such notice shall be given to the organization. Any such employee who disputes the fact that he has failed to comply with the terms of this Article, shall, within a period of ten (10) calendar days from receipt of such notice, request the Carrier in writing to accord him a hearing. Upon receipt of such request, the Carrier shall set a date for hearing which shall be held as soon as possible and within ten (10) calendar days of the date of receipt or request therefor. Notice of the date set for hearing shall be promptly given the employee in writing by certified mail, return receipt requested, or by personal delivery evidenced by receipt. A copy of such notice of hearing shall be given to the organization and the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered. If such employee fails to request a hearing as provided herein, the Carrier shall proceed to terminate his employment on the basis of the record created by the foregoing procedures, and seniority in that craft or class not later than thirty (30) calendar days from receipt of the above-described notice from the organization, unless the Carrier and the Organization agree otherwise in writing.

2. 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 Article and shall render a decision accordingly. Such decision shall be rendered within ten (10) calendar days of the hearing date and the employee and the Organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this Article, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the organization agree otherwise in writing. If the decision of the Carrier is not satisfactory to the employee or to the
organization, it may be appealed directly to the highest officer of the Carrier designated to handle such appeals. Such appeal shall be taken within nine (9) calendar days from receipt of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered within ten (10) calendar days of the date the appeal is taken, and the employee and the organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this Article, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within seven (7) calendar days thereof the organization requests in writing that the decision be reviewed in joint conference by the President of the Carrier or his designee, and the General Chairman involved, or his designated representative. If such request is made, the decision on appeal shall be reviewed in such joint conference within seven (7) calendar days of the date such request is received, and any decision rendered within such seven day period shall be final and binding. If the decision on such review is that the employee has not complied with the terms of this Article, his employment and seniority in that class or craft shall be terminated within ten (10) calendar days of the date of said decision, unless the Carrier and the Organization agree otherwise in writing.

3. Time limits specified in this Section may be extended in individual cases by written agreement of the Carrier and the General Chairman.

4. Provisions of discipline rules contained in the Agreement will not apply to cases arising under this Article.

5. The General Chairman of the organization shall notify the Carrier in writing of the titles and addresses of its officers and representatives who are authorized to serve and receive the notices described in this Section. The Carrier shall notify the General Chairman of the organization of the titles and address of its officers or representatives who are authorized to receive such notices.

E. Notwithstanding anything in this Article, the Carrier shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Carrier and the designated representative of the organization involved. The Carrier may not, however, retain any employee in service under the provisions of this Section for a period in excess of thirty (30) calendar days from the date of the decision from the last appeal taken. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.

F. An employee whose employment and seniority in a craft or class is terminated pursuant to the provisions of this Article shall have no time or money claim by reason thereof.
ARTICLE 34
401(k) SAVINGS PLAN

Any employee who is covered by the collective bargaining agreement may contribute to the Genesee & Wyoming Inc. 401(k) Savings Plan for Union Employees (the “Plan”) beginning the first quarter following date of hire.

The Buffalo & Pittsburgh Railroad Inc., agrees to make matching contributions to the Genesee & Wyoming Inc. 401(k) Savings Plan for Union Employees who elect to defer compensation and have savings and investment contributions made to the Genesee & Wyoming Inc. 401(k) Savings Plan for Union Employees for a given plan year. These matching contributions will be equal to twenty-five percent (25%) of the amount of such deferrals for each plan year, provided that such matching contributions shall not exceed one and one-half (1 ½ %) of the employee’s compensation for such plan year. Eligibility begins 1st quarter following one year of service.

The Plan is intended to be a “qualified” plan within the meaning of Section 401 of the Internal Revenue Code.

At the request of either party, a meeting may be held for the purpose of reviewing the operation of the Plan as it relates to employees covered by the collective bargaining agreement.

ARTICLE 35
GENERAL PROVISIONS

A. The parties to this and all collective bargaining agreements between them intend to continue complying with all laws and regulations governing unlawful discrimination, such as discrimination on account of race, color, religion, national origin, sex, handicap, or status as a disabled veteran and/or a veteran of the Vietnam Era.

B. For convenience, all references to gender in this Agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

C. The parties may by mutual agreement, in writing, either waive or extend any time limitations provided in this Agreement.

ARTICLE 36
RIGHT TO MAKE AGREEMENTS

The right to make agreements covering rates of pay and working conditions, and to interpret and apply them, respectively for the Carrier and the employees herein covered, is retained by the parties signatory hereto.
ARTICLE 37
EFFECTIVE DATE

This Agreement, upon execution, will become effective May 1, 2004. This is the only Agreement between the parties. Subject to the provisions of the Railway Labor Act, as amended, not later than 10 days after its expiration, the parties may enter into a new Agreement. The Agreement shall expire on January 1, 2007, and thereafter, shall be subject to the provisions of the Railway Labor Act, as amended. The parties may, at any time after the effective date of the Agreement, enter into a new Agreement, or one or more extensions thereof.

FOR UTILITY TRANSIT AGREEMENT

R. P. Deslandes, Chairman

J. T. Moore, Vice-Chairman

4-21-04
Date

4-21-04
Date

FOR BURLINGTON & EDINBURGH RAILROAD

David J. Colasanto, President

Jason C. King, Vice President-Transportation

3-4-21-04
Date
## ADDENDUM A

### YARDMASTER SENIORITY ROSTER

January 1, 2001

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<td>Butler</td>
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RAD – Retired Account Disability
ADDENDUM

The agreed interpretation and explanation of prior rights on the Buffalo and Pittsburgh Railroad Company.

It is agreed that these agents and Storekeepers will remain in a regular position in their respective seniority groups so long as their seniority permits. When necessary to hold a regular position in their class and craft in their prior right territory, they will displace a junior employee in a craft and class in which they hold seniority. They may also displace a junior employee in a class and craft in their prior right territory. Employees who displace to a non-prior right territory must return to their prior right territory on the first available position. Displacement and interpretation must be within the time limits specified in the controlling Agreement.

This interpretation does not eliminate the requirement of employees to protect their seniority under existing agreements.

Agreed: May 1, 2001

FOR URBAN RAILWAY DEPARTMENT

[Signature]

Date 4-21-01

FOR BUFFALO & PITTSBURGH RAILROAD

[Signature]

Date 4-21-04
March 25, 2004

R.P. De Genova
General Chairman
UTU B&P Yardmasters and Clerks
8127 Cliffview Drive
Poland, Ohio 44514-2763

Information regarding Grievances or Claims from Buffalo & Pittsburg UTU Yardmasters, Clerks, and Storekeepers employees should be forwarded to:

Mark Mead
Transportation Administrator
1200-C Scottsville Road
Suite 200
Rochester, NY 14624
(585) 463-3458
Fax: (585) 463-3458

Appeals should be forwarded to:

Jason Fuller
VP Transportation Operations
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Information concerning Job Bulletins or changes from Rochester & Southern union employees will be published by:

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Respectfully,

Jason C. Fuller- VP Transportation NYPA Region.