CONSOLIDATED MASTER AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and its YARDMASTERS

Represented by the

UNITED SUPERVISORS COUNCIL OF AMERICA

(Members of WRSA(TCU/IAM) and UTU/SMART)

EFFECTIVE JULY 1, 2012

**TABLE OF CONTENTS**



Article 1

Article 2

Article 3

Article 4

Article 5

Article 6

Article 7

Article 8

Article 9

Article 10

Article 11

Article 12

Article 13

Article 14

Article 15

Article 16

Article 17

Article 18

Article 19

Article 20

Article 21

Article 22

Article 23

Article 24

Article 25

Article 26

Article 27

Scope 1

Training 2

Hours of Assignment 3

Five-Day Work Week 4

Rates of Pay and Benefits 5

Filling Positions of Others 5

Vacancies and Bulletins 6

Times of Calling, Laying Off and Reporting 8

Promotion and Disqualification 9

Extra Boards 9

Seniority 14

Attending Court- Coroner's Inquest 17

Jury Duty 18

Bereavement Leave 18

Leave of Absence 18

Sickness Benefits 19

Investigations - Discipline 20

Vacations 22

Holidays 26

Personal Leave 28

Claims and Grievances (Time Limits) 29

Union Shop 30

Dues Deduction 30

Unassigned Yardmasters 32

Moving Expenses 33

ASR/Self Managed Agreement 36

Change in Agreement 37

Side Letter 1 - WRSA Turnover Pay 39

Side Letter 2 - WRSA Yardmaster in Training Probation 40

**APPENDICES**

Appendix A Wages, Health and Welfare 41

Appendix B WRSA Maintenance of Membership 60

Appendix C UTUY Maintenance of Membership 64

Appendix D All Services Rendered 72

**ARTICLE 1 SCOPE**

1. The title "yardmaster" as used in this Agreement includes General Yardmasters (GYM), Assistant General Yardmasters (AGYM), Extra Board Yardmasters and Yardmasters-in­ Training.
2. 1. At all locations where yardmasters are employed as of (the effective date of this Consolidated Master Agreement), yardmasters have the sole and exclusive right to supervise all employees directly engaged in the switching, blocking, classification, handling of cars, and trains and the planning and coordination directly related thereto. It is not the intent to restrict the ability of company officers to perform duties incidental to yardmasters work, but such performance of incidental duties will not cause the abolishment of a yardmaster position.
	1. Yardmasters must see that all employees under his/her supervision work in a safe, efficient, and economical manner, according to the rules, regulations, and instructions of the Company. Each yardmaster must ensure the prompt and regular movement of cars, especially the proper makeup of trains and their movement into and out of the yard.
	2. The Organization recognizes the rights of the Company to assign such additional duties, which are directly incidental to the work performed by yardmasters and which do not violate the provisions of other crafts' agreements. Additional duties will be by mutual agreement between the duly-authorized Organization representative having jurisdiction and the designated Company Officer.

Yardmasters will not be required to administer the following:

* + 1. Discipline
		2. Investigation (other than called as witness)
		3. Any form of Drug or Alcohol Testing

In the event a dispute should arise between the duly-authorized Organization representative having jurisdiction and the designated Company Officer regarding additional responsibilities to be assigned yardmasters, they will meet immediately in an attempt to resolve their differences. Failing resolution, the Labor Relations Officer designated with Section 6 authority and the General Chairman shall endeavor to resolve the dispute.

* 1. Yardmasters will not be required to use private automobiles for Company business. Yardmasters who are authorized to use their personal automobiles in the performance of their duties will be reimbursed at the current Company mileage reimbursement rate.
1. The Company may employ yardmaster(s) at other locations, based on Company requirements. In the event the Company elects to establish such yardmaster position(s), the duties and responsibilities set forth in this Article willapply.
2. 1. The Company acknowledges the rights of yardmasters to perform the duties and responsibilities as set forth in this Article 1. The Organization acknowledges the responsibility of yardmasters to properly perform such duties and responsibilities.
	1. When situations arise where a yardmaster considers that duties assigned to his/her yardmaster position may not be in the interest of safety of the yardmaster or those employees under the yardmaster's supervision, and the matter is brought to the attention of the Company Officer in charge of the terminal involved and the DistricULocal Chairman, the Company will conduct a survey, in which the DistricULocal Chairman will be afforded the opportunity to participate, to determine the need and/or practicality of making changes.
3. The Company will not abolish yardmaster position(s) if such abolishment(s) would result in any employee(s) collectively (who are not covered under the purview of this Agreement) devoting over ninety (90) minutes per shift in the performance of duties and responsibilities set forth in this Article.
4. Reclassification of position titles (GYM or AGYM) will not be made without the concurrence and cooperation of the General Chairman. It is understood the General Chairman will not unreasonably withhold concurrence in such reclassification.

**ARTICLE 2 TRAINING**

1. New yardmaster employees, who are properly assigned to Extra Board Yardmaster positions with paid training under the provisions of Article 11, will not be permitted to fill permanent or temporary vacancies. While in training, such new yardmaster shall receive 75% of the basic yardmaster rate, regardless of length of service with the Company. Yardmasters required by the Company to train new yardmasters (yardmasters who have not yet acquired a permanent seniority date) will receive 125% of the basic daily rate of their assignment for each shift involved.
2. Yardmasters required by the Company to provide job duty orientation to other yardmasters (who have already established a permanent seniority date) will receive an additional two (2) dollars an hour pershift(s).
3. 1. The Carrier may, at its discretion, establish the position of Yardmaster Peer Trainer (YPT) to provide classroom training for current Yardmasters and Yardmaster trainees. The Carrier will post notices soliciting applications for YPTs. The notices will be posted for a period of not less than forty-eight (48) hours.
	1. The selection of YPTs will be at the sole discretion of the Carrier and approval of the General Chairman without regard to seniority. Moreover, assigned YPTs will not be subject to displacement.
	2. YPT positions may be abolished in accordance with Article 3 C and the YPT shall exercise seniority in accordance with Article 11.
	3. YPTs will be paid the General Yardmaster rate of pay for a minimum of eight (8) hours for each day worked as a YPT. They will also be considered as occupying the highest rated position available for the application of protective benefits and compensation earned while holding a YPT position will be included in any applicable future test period *average* calculation.
	4. Except as otherwise noted in this Section, YPTs are otherwise subject to and

*covered* by all provisions of this Collective Bargaining Agreement.

1. Yardmasters who attend formal training will be paid a minimum of eight (8) hours pay at the General Yardmaster rate of pay. A day's pay made pursuant to this Section will count as a "start" in the application of Article 10.
2. 1. YPTs and Yardmasters who work or attend classes, including General Code of Operating Rules training and testing, more than thirty (30) miles from the terminal in which they hold their regular Yardmaster position, will be reimbursed pursuant to the Carrier's Travel and Business Expense Policy while away from their home terminal. Employees given permission to drive their personal vehicles will be reimbursed at the current Company mileage reimbursement rate.
	1. Actual time on duty in excess of eight (8) hours on a calendar day either working and/or training, exclusive of time spent traveling, will be paid at the appropriate time and one half rate of pay. Time spent traveling will be paid at the straight-time rate ofpay.

Note: The Carrier will make *every* effort to schedule the required training for third shift Yardmasters to begin the first day of their assigned work week. In the event training is scheduled on an assigned work day other than the first day of the assigned work week, the Yardmaster will be held off the shift prior to the first day of training and will be compensated eight (8) hours at the applicable rate of pay. Upon completion of the training, the Yardmaster will be placed on the augmented Extra Board at 2359 that same calendar day.

**ARTICLE 3 HOURS OF ASSIGNMENT**

1. 1. Eight (8) consecutive hours, or less, shall constitute a day's work, except in case of sickness or suspension for cause. Work performed in excess of eight (8) hours, on instructions from proper authority, shall be paid for as overtime on the minute basis at one and one-half (1 ½) times the straight time hourly rate.

2. At points where yardmasters transfer responsibilities, the oncoming yardmaster is expected to report sufficiently in advance of the on duty time to receive a transfer. Yardmasters making transfer before going on duty shall not receive additional compensation. Such transfer time is not usually expected to be more than fifteen (15) minutes.

1. 1. Starting Time.
	1. Regular assignments shall have a fixed starting time. When three (3) yardmaster assignments are maintained in succession at any location in a yard over a period of twenty-four (24) hours, the starting time of the first assignment will be between 5:00 A.M. and 8:00 A.M. Regular starting time shall not be changed without at least forty-eight (48) hours' notice to the yardmaster affected. Notice shall be given in writing or by telephone confirmed by written notice.
	2. If the starting time of a regular position is changed one (1) hour, but not exceeding three (3) hours, the yardmaster regularly assigned to the position will have the option of retaining the assignment or displacing a junior yardmaster. The displacement right must be exercised within five (5) days of the effective date of change. If the regularly assigned yardmaster whose starting time is changed is absent, he/she will be allowed five (5) days after reporting for work to exercise such displacement right.
	3. If the starting time of a regular position is changed more than three (3) hours, the position shall be advertised as a vacancy under the provisions of Article7.
2. Starting Location.
	1. Regular assignments shall have a fixed starting location.
	2. If the starting location of a regular assignment is changed, the position shall be advertised as a vacancy under Article 7.
3. If an assignment is to be abolished the yardmaster affected will be given forty-eight (48) hours' advance notice except in an emergency (unforeseen disasters, acts of God or labor disputes) in which event as much advance notice as possible will begiven.
4. Nothing herein requires the maintenance of any position.

**ARTICLE4**

**FIVE-DAY WORK WEEK**

1. Regularly assigned yardmasters shall have a work week of five (5) consecutive days with two (2) days off in each seven (7) days. The days off for each assignment shall be the same each week and no change will be made without at least forty-eight (48) hours' notice to the yardmaster affected. Notice shall be given in writing or by telephone, confirmed in writing.
2. If the days off of a regular yardmaster position are changed, the incumbent of the position will have the option of retaining the assignment or displacing a junior assigned yardmaster, subject to the displacement right being exercised within five (5) days after the change in days off takes effect, except that if the incumbent is on leave of absence or sick leave, they will be allowed five (5) days after reporting for work to exercise such displacement right. If the yardmaster elects to make a displacement, the position which they vacate will be advertised under Article 7.
3. Assignments for regular relief positions may be established on different days to include different starting times, duties and work locations for employees in the same seniority district.
4. A regularly assigned yardmaster who is required to work on either or both of the days off of the position to which he/she is regularly assigned shall be paid at the rate of time and one­ half (1 ½). This provision does not apply to yardmasters who, as a result of exercising their seniority, work more than five (5) days in a work week or when the requirements of service necessitate a change in day off or relief day.
5. The Company is not obligated to fill a position on the designated days off where there is no assigned regular or extra relief.

**ARTICLE 5**

**RATES OF PAY AND BENEFITS**

1. Rates of pay for the positions of Grandfathered/General Yardmaster, Grandfathered/Assistant General Yardmaster, General Yardmaster, Assistant General Yardmaster and ASR Yardmaster are included as AppendixA.
2. Yardmasters will receive the rate of pay commensurate to the position worked. All other rules of the Agreement apply to such rate of pay.
3. Benefits for employees and their dependents are provided through The Railroad Employees National Health and Welfare Plan, including Supplemental Sickness Benefits and Off-Track Vehicle Accident Benefits as outlined in Appendix A.
4. Starting on January 1, 2013, employees covered by this Agreement who participate in the Union Pacific Agreement Employee 401(k) Retirement Thrift Plan, dated June 1, 2009, as amended, will be eligible for a fifty percent (50%) match on the first six percent (6%) of their contributions, subject to any amendment of that Plan Document.

**ARTICLES**

**FILLING POSITIONS OF OTHERS**

1. A regular assigned yardmaster used at the direction of the Company to fill the position of another on a different shift or work day and, as a result thereof, is unable to perform service on their regular assignment, shall be allowed a minimum day's pay for their regular assignment in addition to amount received for working on the position on which they areused.
2. A regular assigned yardmaster used at the direction of the Company to work another position on their same shift and work day will be paid at the rate of time andone-half.
3. A yardmaster relieved during their tour of duty account illness will be compensated for the actual time worked; the yardmaster called and used to fill the position of the yardmaster so relieved will be allowed not less than one (1) day's pay at the rate applicable to the position filled.
4. Yardmasters working on jobs not subject to the Hours of Service Act shall not be permitted to work longer than sixteen (16) hours (exclusive of turnover) in a twenty-four (24) hour period. In addition, such yardmasters shall have not less than eight (8) hours off duty after

working sixteen (16) hours in a twenty-four (24) hour period. The twenty-four (24) hour period starts with the commencement of the first shift worked.

**ARTICLE 7 VACANCIES AND BULLETINS**

Vacancies are defined as regular assignments, including extra board assignments (but not temporary extra board assignments as defined in Article 10), not assigned or not being worked by an incumbent.

1. 1. Bulletin vacancies are vacancies, excluding vacations that exist for more than fifteen (15) days, and permanent positions being established. Such will be advertised in the location where they exist for a period of seventy-two (72) hours. Such seventy-two

(72) hour period shall begin at twelve (12) o'clock noon of the day and date notice is posted, provided notice is posted prior to that time, and shall run to twelve (12) o'clock noon of the third day (72 hours) thereafter. If notice is posted on any date after twelve

(12) o'clock noon, the seventy-two (72) hour period will begin at twelve (12) o'clock noon of the next day. Notice shall indicate whether it is a new position or a vacancy, assigned hours of service, days off, how days off will be relieved, and the time and date limitation within which application must be filed. A yardmaster may take a hold-down on a vacancy on the first day of the advertising period and will remain on the assignment unless the position is awarded to a senior applicant.

1. Notice shall be issued on the day and date of final day of the advertising period, except when such day and date falls on a Saturday, Sunday or holiday or combination of those, in which case the notice shall be issued on the next succeeding day and the senior qualified yardmaster making application for the position or vacancy will be assigned thereto effective 0001 of the next calendar date. A yardmaster who, within the preceding thirty (30) days was regularly assigned to the vacancy advertised and voluntarily vacated that assignment will not be an eligible bidder for theposition.

Note: All bulletins advertising and awarding yardmaster assignments will be copied to the designated Organization representatives.

1. Applications for advertised positions shall be submitted to the Company's designated representative who issued the notice. Upon proper identification, confirmation of receipt may be obtained.
2. Yardmasters extra board assignments, exclusive of any temporary extra board (TEB) positions, shall be filled on the day bulletined by the senior available unassigned yardmaster in the terminal during the pendency of the bulletin. Unassigned yardmasters who are available and fail to protect the extra board will forfeit their seniority as a yardmaster.
3. Positions that have no bids at locations where no yardmasters are pending exercise of seniority will be force-assigned to the senior unassigned yardmaster.
4. Yardmasters cannot hold down a temporary vacancy on a guaranteed extra board position.
5. 1. Temporary vacancies are vacation vacancies or vacancies that exist for fifteen

(15) days or less, exclusive of any temporary extra board (TEB) positions. Temporary vacancies shall be filled whenever possible by the senior qualified regularly assigned yardmaster making request for same within seventy-two (72) hours of the beginning of the vacancy (0001 of the first day of the vacancy). Yardmasters holding temporary vacancies are subject to the conditions of the assignment. Rest days of the vacancy will not be counted in computing the seventy-two (72) hour rule.

1. Except when filling vacation vacancies, at points where extra boards exist, a temporary vacancy will be filled from the extra board and/or augmented extra board the first shift the position works and cannot be taken under this provision until the next shift that the position is scheduled to work. Thereafter, a yardmaster taking such hold-down must remain thereon for not less than two (2) shifts, or until the vacancy ceases to exist or the yardmaster is displaced by a senior applicant.
2. a. Vacation vacancies begin at 0001 of the first work day of the work week.
	* 1. Rest days of a regular assignment fall at the end of the work week. Rest days are observed only if the applicant for the vacancy has worked the preceding five (5) work days of the assignment.
		2. A yardmaster may take a hold-down on a vacation vacancy on the first day of the vacancy and will remain on the assignment for a period of not less than two

(2) shifts, until the vacancy ceases to exist or the yardmaster is displaced by a senior applicant.

1. In the event no yardmaster elects to take a hold down on a temporary vacancy within the seventy-two (72) hour period, then the first yardmaster making application will be placed on that temporary vacancy, subject to the provisions of this Article.
2. A yardmaster holding a temporary vacancy hereunder, who is displaced from his/her regular position, will be required to exercise his/her seniority to acquire a permanent position within five (5) days after the temporary vacancy ceases to exist as provided for in Article 11 (G).
3. In the event a yardmaster is holding a temporary vacancy and such temporary vacancy ceases to exist, they may displace a junior yardmaster on a temporary vacancy subsequently created. Such displacement, however, must be made within twenty-four

(24) hours of the time the first temporary vacancy held by them ceases to exist.

1. A yardmaster absent from work more than seventy-two (72) hours from the effective time of a temporary vacancy will be allowed twenty-four (24) hours after return to work to exercise displacement.
2. A yardmaster taking a temporary vacancy shall not be permitted to return to his/her assigned position until such time as the temporary vacancy acquired by him/her ceases to exist or he/she is displaced therefrom.
3. In yards where extra boards do not exist, yardmasters may request work for one

(1) day or the duration of the vacancy. In that connection it is understood that ii is the responsibility of the yardmaster to clearly indicate whether they are taking the temporary vacancy for its duration or for only one (1) day. Work performed under these provisions will be paid at the straight time rate.

1. In yards where yardmasters' extra boards exist, assigned yardmasters shall not be entitled to request work for one (1) day only on any temporaryvacancy.
2. In yards where extra boards exist, no regular assigned yardmaster will be entitled to work twice on any calendar day when an extra yardmaster, who has not yet worked the minimum number of shifts, guaranteed to him or her on the extra board, is available for the service.
3. Temporary Extra Board (TEB) positions shall be filled by the senior available unassigned yardmaster in the terminal until it ceases to exist or they can hold a regularly assigned position as a yardmaster. Unassigned yardmasters who are available and fail to protect the temporary extra board will forfeit their seniority as a yardmaster, as defined under Article24.
4. On January 20-25 and on July 20-25 of each year, yardmasters will be permitted, by methods created and maintained by the Carrier, to place themselves on the position of their choice within the terminal currently employed, by seniority, to be effective February 1 and August 1, respectively. Time lost by yardmasters permitted to make placement in the manner provided herein shall not be paid for.

**ARTICLE 8**

**TIMES FOR CALLING, LAYING OFF AND REPORTING**

1. A yardmaster desiring to lay off, report or to exercise their seniority, must notify the Company's designated representative. Yardmasters must be marked up in order to exercise their seniority.
2. Yardmasters marking up for duty or exercising seniority must do so at least one (1) hour prior to calling time for the shift. However, when a yardmaster displaced under this rule is properly notified, he/she will be allowed to displace a junior yardmaster provided it is done at least two (2) hours prior to on duty time of the position.
3. Yardmasters will be given a two (2) hour call as near as practical.
4. 1. Yardmasters subject to call will be required to provide the company with no more than two (2) phone numbers. Yardmasters will be contacted asfollows:
	1. At the work location if working.
	2. At their primary phone number. If response received is by recorder or someone other than the yardmaster a message will be left indicating the date, time and position for which called.
	3. At their secondary phone number.

2. Yardmasters not personally contacted will be allowed ten (10) minutes to respond to call. If a yardmaster fails to respond, they will be considered unavailable for service.

**ARTICLE9** q®

**PROMOTION AND DISQUALIFICATJOl'>L** - - - - - - - - - - - - - - - - - - - - - ,

***1rlab007* 1**

1. In making promotions to yardmaster under the provisi: *201-2 0-8 15t :5 25: a5* :

fitnes and seni\_ority shall be cons\_idered. Ability, merit and 07001\_12 SIDE LETTER TO LOCAL **al** prevail. The designated representative of the Company shall 6 AGMT:''oJ1;fED''iU1 1i DEFINES : fitness. ,PROBATIONAY PERIOD FOR I

:cuRRENTTRAINEES AS OF 7-1-12 :

1. Newly promoted yardmasters will be on probation for 0 period of forty-five (45) shifts 1

worked, exclusive of training (under the provisions of Article 11 ): During the probationary period, newly promoted yardmasters may be disqualified without an investigation and without recourse as to just cause.

1. A yardmaster who has completed the forty-five (45) shift probationary period set forth in Section B of this Article and has been given a seniority date and who is assigned to a bulletined position or who makes displacement will be placed on the position and given a reasonable time in which to demonstrate fitness and ability to work the position satisfactorily. Failure to qualify to work the position will not result in loss of seniority and such yardmaster who fails to qualify may displace a junior yardmaster at that location who occupies a position for which the yardmaster is qualified. If such yardmaster desires to do so, they may request an investigation under the provisions of Article 17, to determine the facts. If the investigation shows that disqualification was improper, such yardmaster will be restored to theposition.

**ARTICLE 10 EXTRA BOARDS**

1. Operation
	1. An extra board for yardmasters shall be established iri yards where yardmasters are employed when the need for one (1) or more extra yardmasters will exist for five (5) or more shifts of work in a work week. The number of extra yardmasters will be determined by the Carrier.
	2. An extra board position that has been bulletined and assigned will not be discontinued until it has existed for at least seven (7) calendardays.
	3. The board will operate on a first in/first out basis, except that employees available to work at the straight time rate will be used ahead of employees who stand to be paid at the overtime rate, unless it would create a situation where the yardmaster who stood to work at the straight time rate would work sixteen (16) continuous hours.
	4. Extra board yardmasters will continue to rotate in this manner until they reach eleven (11) starts in the pay period. After eleven (11) starts, they will hold their position

until the first day of the new pay period. Extra board starts re-initialize at 0001 on the first day of each pay period.

* 1. Vacancies will be filled in the following order:
		1. First person from the extra board who does not have eleven (11) starts.
		2. Senior person who requests extra work and is therefore listed on the augmented board (including those on the extra board who have worked their eleven (11) starts in the half). Augmented extra boards will consist of all regular and extra assigned yardmasters, in seniority order, available in the terminal, except those who have indicated their desire not to augment the extra board.
		3. Senior unassigned yardmaster.
		4. Junior available yardmaster, unless a split shift is used, meaning the incumbents on both ends of the vacancy to be filled. If so used, the incumbents will be compensated at the time and one-half rate of their respective positions for actual time spent splitting the shift.
		5. Split shifts may possibly be used, meaning the incumbents on both ends of the vacancy to be filled. If so used, the incumbents will be compensated at the time and one-half (1 ½) rate of their respective positions for actual time spent splitting the shift.
	2. It is not intended to require the Company to use a yardmaster if it would create a dead day (unable to work his or her regular position due to hours of service). An assigned yardmaster may or may not be used to fill an assigned vacancy when such would preclude that yardmaster from performing service on his or her assignment.
	3. When yardmasters fill two (2) or more vacancies having the same on-duty time, choice of such vacancies occurs as follows:
		1. The first out extra board yardmaster will have his or her choice of vacancies, provided both vacancies can be filled by qualified extra board yardmasters.
		2. The senior augmented yardmaster will have his or her choice of vacancies, provided all vacancies can be filled by qualified employees.
	4. Bulletins, Assignments and Abolishments
		1. Notices for the bulletin of an extra board position will be posted at twelve

(12) o'clock noon for seventy-two (72) hours. Bulletins will be assigned at twelve (12) o'clock noon, effective the following day at 0001.

* + 1. Notices for the abolishment of an extra board position will be posted at twelve (12) o'clock noon for forty-eight (48) hours. Abolishments will be effective the day following forty-eight (48) hours at 0001.
		2. When a yardmaster is added to or displaced from the guaranteed extra board, he or she will be considered on the board for the purposes of guarantee provided he or she is on the extra board for the preponderance of the day (12 hours and one minute). When an extra board is initially established, the successful applicants will be placed on the extra board for initial service in seniority order.
		3. When new positions are added to an existing extra board, the successful applicants will be placed at the bottom of the extra board (in seniority order if more than one {1} position is added) at 0001 on the date the assignments are effective.
1. Guarantee
	1. Employees assigned to the extra board who are available for service the full time will be guaranteed the equivalent of eleven (11) straight time starts per half beginning at 0001 on the first day of the half (1st or 16th of the month) at the current rate of Grandfathered Assistant General Yardmaster.
	2. Guarantee will be offset by all earnings and/or compensation while assigned to the extra board, except for a maximum of two (2) personal leave days per half taken on rest days considered as rest days, bonus days earned and holidays (when the employee has not elected personal leave days in lieu ofholidays).
	3. Where a yardmaster is assigned to an extra board position for a lesser number of calendar days than in the work half, the guarantee will be reduced by the amount of the pro rata rate for that work half.
	4. Yardmasters assigned to positions on the extra board will familiarize themselves with the service for which they may stand. When called and used to fill a vacancy, the rate of pay of the position being filled will be allowed, subject to the pay rates and applicable entry rates.
	5. Hours worked on a second assignment that is started within twenty-two and one half (22 ½) hours from the start of the last shift worked at straight time rate will be compensated for at the overtime rate and shall be considered as a shift worked in the application of the guarantee provisions of this Agreement.
	6. When an extra board employee lays off or misses a call, he or she will be automatically marked up in increments of twenty-four (24) hours from the time he or she laid off or missed out. Guarantee will be reduced by the amount of the daily rate for each twenty-four (24) -hour period of absence.
	7. Yardmasters who make themselves unavailable during the half for three (3) or more non-compensated occurrences (or for greater than 48 hours) will forfeit all rights to guarantee and will be compensated actual earnings for that half. This forfeiture provision does not apply to time off for Union Business for District Chairmen, General Chairmen and Vice General Chairmen or other Union representatives as approved by Labor Relations or for Military Duty which does not require a leave of absence.
	8. Compensated time off during a half will offset guarantee and will count as a start. Non-compensated time off during a half will result in a reduction in guarantee and will not count as a start.
	9. Yardmasters will not be allowed to lay off work non-compensated as long as they have any personal leave days left to use in the year. The forced use of paid leave in lieu of non-compensated time off will not be treated as a start.
2. Temporary Vacancies
	1. An extra board yardmaster will be allowed to take temporary vacancies known to be of five (5) days duration or more and will be considered as being assigned to the extra board during the time he or she is holding down the temporary vacancy for purposes of calculating starts (including assigned rest days, if observed), but not available for purposes of earning a bonus day. Assignment to a temporary vacancy counts as one (1) occurrence towards forfeiture of guarantee under thisArticle.
		1. If an employee does not observe the rest days of the assignment, he/she will be put back on the board upon tie-up and hours worked on a second assignment that is started within twenty-two and one half (22.5) hours from the start of the last shift worked at straight time rate will be compensated for at the overtime rate.
		2. If an employee does elect to observe the rest days of the assignment, he will be marked back up to the bottom of the extra board at 0001 following the rest days. Such election will result in an additional occurrence toward forfeiture of guarantee under this Article.
	2. An extra board yardmaster who is bumped off a temporary vacancy prior to being afforded the chance to work the vacancy retains his or her original position on the extra board. If that position has been utilized, he or she will then be firstout.
	3. An extra board yardmaster who takes a temporary vacancy as referenced herein will be considered as remaining assigned to the extra board during the time they are holding down the temporary vacancy and will be considered unavailable for purposes of applying the provisions of this Article.
		1. If a yardmaster assigned to the extra board during a half in the month takes a five (5) day hold down on a regular assignment and observes the rest days of the assignment, this counts as two (2) occurrences towards forfeiture of guarantee under this Article.
		2. If the yardmaster lays off for any of the days of the half (while assigned to the hold down or not), this will be a third occurrence and he/she would forfeit all rights to guarantee and would be compensated actual earnings for the half per thisArticle.
3. Call and Not Used/Runarounds
	1. Call and Not Used (no runaround). An extra board yardmaster, including a yardmaster on the augmented board, who is called and reports for duty and is not used through no fault of his/her own and is not runaround as a result thereof, will be allowed four (4) hours at the straight-time rate of pay applicable to the position for which called,

and will retain his/her standing on the extra board, provided he/she reports his/her release and availability to Crew Support.

* 1. Call and Not Used (runaround). An extra board yardmaster, including a yardmaster on the augmented board, who is called and reports for duty and is not used through no fault of his/her own and is runaround as a result thereof, will be allowed four

(4) hours at the highest straight-time rate applicable to any of the positions for which he/she may have been runaround, and if no service is performed on the shift range in which called, he/she will retain his/her standing on the extra board for subsequent service provided he/she reports his/her release and availability to Crew Support.

* 1. Runaround (no service performed). An extra board yardmaster who is available for service and not used in his/her proper turn on a shift range through no fault of his/her own will be allowed four (4) hours at the highest straight-time rate applicable to any of the positions for which he/she may have been runaround, and if no service is performed on the shift range in which called, he/she will retain his/her standing on the extra board for subsequent service.
	2. If runaround under conditions described in paragraphs 2 or 3, and as a result thereof no service is performed on the calendar day such runaround occurred, he/she will be allowed the amount of earnings he/she would have made, if he/she had been properly called in turn, instead of the four (4) hours at the highest straight time rate applicable to any of the positions for which he/she may have been runaround, and will retain his/her standing on the extra board.
	3. Payments under these rules will be applied against any guarantee, but will not be utilized in computing the number of starts worked in thehalf.
1. Bonus Day
	1. Employees who are available for duty as a yardmaster on the extra board for the entire half or until he or she works eleven (11) starts will be allowed one bonus day of pay equal to one guaranteed extra board day, in addition to guarantee. Employees directed by management to attend and testify on behalf of the Carrier at hearings and depositions will be considered as available for duty, provided they mark up for service immediately upon release. Employees taking their book of rules test will be considered as available for duty for their first attempt at the test. Subsequent attempts necessary to pass will not be considered as being available forduty.
	2. Yardmasters in Other Service (OS) status are eligible for bonus days under the following conditions:
		1. The OS status is for training for work (such as safety work) that is assigned and required by management.
		2. The OS status is scheduled with Crew Support ahead of time, to ensure other coverage, if necessary, or possible rescheduling oftraining.
		3. The Yardmaster marks back up for Extra Board availability immediately after the OS assignment is complete, or as soon as possible afterwards, in compliance with the law.
	3. Extra board yardmasters who take temporary assignments forfeit the bonus day for the half.
	4. Bonus days are not considered in the computation of "time lost" under the discipline provisions of this Agreement.
2. Calling Periods
	1. Extra yardmasters will be required to be available during three (3) calling cycles per day. Each calling cycle is defined as two hours before the first on-duty time until thirty minutes after the last on-duty time for each of the three shifts. On-duty times will be governed by the bulletined start time of the jobs at anyterminal.
	2. It is not the intent to cause interruptions in service due to the calling periods defined *above.* If the calling periods result in detrimental service, the Carrier and Organization will meet immediately and resolve any conflict to restore the intent of these provisions to provide certainty to both the Carrier andemployees.
	3. If extra board yardmasters are unavailable outside the calling periods described

*above,* no deduction in guarantee will be made.

1. Temporary Extra Board (TEB) Positions
	1. Temporary Extra Board (TEB) positions are additions to the Guaranteed Extra Board for a period of at least fifteen (15) days and no more than sixty (60) days and will be assigned to the senior unassigned yardmaster at the terminal.
	2. TEB positions are governed by the provisions of this Article 10.
	3. Regularly assigned yardmasters cannot take a hold down on a TEBposition.
	4. TEB positions can only be established at locations where all time *covered* is filled by regular assigned shifts, to include an assigned relief shift and at least one GEB per position (i.e., hump, in-bound, etc.).
	5. Yardmasters assigned to TEB positions will not be allowed the benefits of Article 25 when the position ends.

**ARTICLE 11 SENIORITY**

Amended 8-15-16

It is agreed Article 11 of the above-referenced Agreement is modified in its entirety to incorporate a new Section K concerning the handling of employees who are absent without authority for ten (10) consecutive working days as set forth below:

"A. 1. Yardmasters included within the scope of this

Ag re e m e n t constitute one (1) seniority class. The

Company may advertise Yardmaster Training Positions with paid training. Upon their successful completion of said training and being deemed by the Company to be qualified to work as a yardmaster, employees will be given yardmaster seniority date retroactive to the date of their first paid training shift. Where two (2) or more applicants have their first paid training shift on the same date, their relative seniority rank shall be based upon the length of continuous service with the Company. If they have no prior service with the Company, seniority rank shall be determined by the last four digits of the Social Security Number, the employee with the lowest number to be placed on the roster first.

1. Employees who have been selected as outlined within this Article and given seniority date must serve a test period off forty-five (45) shifts as Yardmaster, excluding any training, to demonstrate their fitness and ability. Prior to the completion of forty-five (45) shifts, the employees may be disqualified as a yardmaster by written notice to that effect from authorized representative of the Company, in which event all established seniority rights as Yardmaster shall be terminated without recourse as outlined in Article9. After completing forty-five (45) shifts as Yardmaster without prior written notice of disqualification, the employees shall be considered as qualified.
2. Upon establishing a seniority date, a Yardmaster must thereafter protect any and all extra work for which they may stand or forfeit their seniority, subject to the provisions of Article 24.
3. A seniority roster showing name, position, and seniority date of Yardmasters entitled to seniority date in accordance with this Agreement will be maintained for each seniority district and made available to the employees covered by this Agreement.
4. The Company will provide the Organization with a list of employees who are hired or terminated, their home addresses, and their employee identification numbers. This information will be limited to the employees covered by this Agreement.
5. The Yardmaster Seniority System will be comprised of the following:
	1. The SP Seniority is comprised of four (4) seniority zones (SP West; SP East; SSW, and DRGW).
	2. The CNW Seniority Zone will be comprised of the following: No. 2 -

Central; No. 3 - Illinois; No. 3a - Madison; No. 4 - Iowa [which includes the UP Terminal at Council Bluffs]; No. 5 - Lakeshore; No. 6 - Western; No. 7 - Twin Cities; No. 8 - Wisconsin; No. 9

- Chicago; and, No. 10 - Former C&EI.

* 1. The MP Seniority Zone which includes all former MP locations including Kansas City but excluding Shreveport, Avondale and Dallas (Mesquite, Mockingbird and Miller Yards).
	2. The UP-Seniority Zone which comprises all other locations not covered by the above Seniority Zones.
1. In the event a yardmaster is displaced and there are no junior yardmasters at the location employed for them to displace, yardmasters shall be privileged within five (5) days (or if on leave of absence account of sickness or other reasons, for five (5) days from date of return) to make displacement as a yardmaster wherever their seniority permits or become an unassigned yardmaster at the location from which they were displaced.
2. When yardmasters are laid off account reduction in force they will retain all seniority rights with privilege of working elsewhere and will not be required to apply for re-employment provided the furloughed yardmaster responds to recall under the provisions of Article 24. Yardmasters cut off account reduction in force will be responsible to furnish the Carrier and Organization their address and advise in writing of any change therein.
3. If a yard is discontinued or is changed from one location to another location, the seniority status of yardmasters affected, for the purpose of establishing said yardmasters in other yards, shall be arranged by agreement between the designated Company Officer and the General Chairman of the United Supervisors Council of America (USCA).
4. A yardmaster who is displaced, or whose position is abolished or is advertised under Article 7, shall within five (5) days (or within five (5) days from date of return to duty if on leave of absence or absent account sickness, vacation or other reasons) exercise their seniority to displace any junior assigned yardmaster or to obtain any advertised vacancy or new position.
5. 1. Yardmasters absent on account of illness, vacation, leave of absence, or other reasons, shall be privileged to exercise their seniority within five (5) days from date of return to duty to obtain any position which has been advertised and assigned to a junior yardmaster during their absence. In the application of this section, a yardmaster will be considered absent if they do not perform service during the seventy-two (72) hour period a yardmaster position is advertised.

2. Yardmasters returning from a promoted position of the Company shall be privileged to exercise their seniority within fifteen (15) days from date of return to yardmaster service to obtain any position which has been advertised and assigned to a junior yardmaster during their promotion.

1. Exchange of seniority rights between yardmasters, each assuming the seniority date of the junior employee will be permitted, subject to the approval of the designated Company Officer and the General Chairman of the USCA.

A yardmaster promoted to an official position in the service of the Company, or exclusively employed by the Western Railway Superiors Association, the United Transportation Union or the Transportation Communications Union, or a yardmaster assigned to a special project by the Company, will retain seniority as yardmaster.

1. Yardmasters will be required to work as a yardmaster, if their seniority permits, subject to paragraph C of this Article. A yardmaster that fails to do so will relinquish their yardmaster seniority.
2. Yardmasters absenting themselves from their assignment for ten (10) consecutive working days without proper authority shall be considered as voluntarily relinquishing their yardmaster seniority, unless there is a justifiable reason shown by the employee within five (5) days from the date of notification, as to why proper authority was not obtained.
3. Yardmasters employed on or prior to the dates listed below, shall have and retain all prior rights as yardmasters on their respective seniority zones which were in existence prior to the effective date of this Agreement:

•

* November 1, 1972 for Southern Pacific Transportation Company (Eastern Lines) January 1, 1973 for St. Louis Southwestern Railway Company
* September 1, 1991 for Southern Pacific Transportation Company (Western Lines)
* December 31, 1994 for Denver and Rio Grande Western Railroad
1. Yardmasters will be permitted to voluntarily transfer from one location to another only underthefollowing conditions:
	1. By being the successful applicant for a bulletined position and remaining at the location transferred to for a period of not less than one (1) year from the day and date assigned, provided they have sufficient seniority.
	2. When there are sufficient yardmasters remaining at the location transferring from, to protect all regular assignments, including regular extra board assignments.
	3. Yardmasters transferring from one location to another will do so and qualify for positions without expense to the Company.
2. All current employees in promoted status of the Company, as well as those on a Leave of Absence (LOA) as outlined in Article 15 of this Agreement, holding Yardmaster's seniority shall, as a condition of retaining and accruing seniority under this Agreement, be required to maintain membership in good standing in the Organization party hereto. In the event such employee fails to maintain membership in good standing, the General Chairman shall notify the Director of Labor Relations or their designated representative. If, within thirty (30) calendar days after receipt of such notification the employee has not retained membership in good standing with the Organization, the employee will forfeit all seniority under this Agreement and the Carrier will be notified to remove their name and seniority date from the appropriate seniority roster. Employees entitled to retain and accumulate seniority under this Article shall be privileged to bid on bulletined positions."

**ARTICLE 12**

**ATTENDING COURT - CORONER'S INQUEST**

1. A yardmaster who is instructed by the Company to attend court, coroner's inquest or investigation as a witness on behalf of the Company, or to report to a Company attorney to make a statement in connection with legal proceedings to which the Company is a party, and is unable to perform work on their assignment as a result, will be paid for actual time lost.
2. A yardmaster who is instructed by the Company to attend court or inquest or give statement to Company attorney outside the hours of their assignment, will be compensated at the appropriate rate of pay (pro rata or overtime) of the position to which they are assigned for each hour in attendance, computed from the time they are required to report until released, with a minimum of four (4) hours. The maximum time on any calendar day for court or inquest service will be eight (8) hours. This Section (B) will also apply to a regularly assigned yardmaster attending a formal investigation at the instruction of the Company, the developments of which place no fault or responsibility on them, provided said investigation has not been requested by the yardmaster as a hearing under Article 17.
3. If, under Sections A and B of this Article, the proceedings are held in a city or town which is more than thirty (30) miles from the terminal in which they hold their regular yardmaster position, the yardmaster will be reimbursed pursuant to the Carrier's Travel and Business Expense Policy while away from their home terminal. Employees given permission to drive their personal vehicles will be reimbursed at the current Company mileage reimbursement rate.

**ARTICLE 13 JURY DUTY**

1. Each regularly assigned yardmaster who is summoned for jury duty and who is required to lose time from his/her assignment as a result thereof shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his/her position for each day lost less

the amount allowed him/her for jury service for each such day, excepting allowances paid by the court for meals, lodging, transportation, subject to the following qualification requirements and limitations:

* 1. Each yardmaster must furnish the Company with a statement from the courtof jury allowances paid and the days on which jury duty wasperformed.
	2. 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.
	3. No jury duty pay will be allowed for any day as to which a yardmasteris entitled to vacation or holiday pay.
	4. A yardmaster will not be required to work on his/her assignment on dayson which jury duty:
		1. ends within four (4) hours of the start of his/her assignment; or
		2. is scheduled to begin during the hours of his/her assignment or within four

(4) hours of the beginning or ending of his/her assignment.

**ARTICLE 14 BEREAVEMENT LEAVE**

The application of bereavement leave shall be modified to permit payment of three (3) minimum basic days' pay at the rate of the last service rendered for bereavement leave without regard to whether the employee stood to perform service on any of the three days. Bereavement leave will be allowed in the case of death of an employee's following relatives: Brother, sister, parent, child, spouse, spouse's parent, half-brother, half-sister. These three (3) days must be observed within sixty (60) days of the death.

**ARTICLE 15 LEAVE OF ABSENCE**

1. Yardmasters promoted to an official position by the United Supervisor's Council of America,United Transportation Union, Sheet Metal Air Rail Transportation, or theTransportation Communication Union shall be granted a leave of absence in connection with their duties, not to exceed the duration of term of office or appointment.
2. Other leaves of absence will not be granted to exceed thirty (30) days, with an extension of thirty (30) days at the discretion of the Superintendent, except in case of sickness or disability. Other than the provisions of A, above, and D, below, no yardmaster will be granted a leave of absence for the purpose of engaging in outside employment orbusiness.
3. A yardmaster granted a leave of absence who returns before the expiration of the leave shall be permitted to resume service and exercise his/her seniority in accordance with Article 11.
4. Yardmasters elected to a Federal or State Office, or appointed as an official of the Federal or State Government, will, if requested, be granted a leave of absence as necessary to conduct such duties but not to exceed the duration of term of office orappointment.

**ARTICLE 16 SICKNESS BENEFITS**

1. Yardmasters will be automatically enrolled in the current Supplemental Sickness Benefit Plan, subject to the qualifying provisions thereof.
2. 1. Yardmasters on Southern Pacific Transportation Company (Western Lines) Southern Pacific Transportation Company (Eastern Lines) and Denver & Rio Grande Western Railroad Company having a yardmaster date prior to December 31, 1978, who were performing service under the yardmasters' agreement effective January 1, 1980, and who are assigned to regular positions (including regular extra board assignments) on date bona fide sickness occurs, are entitled to paid sick leave containedherein.
3. a. During the month of December of each calendar year, yardmasters on Southern Pacific Transportation Company (Western Lines) and Southern Pacific Transportation Company (Eastern Lines) qualified under Section B. 1. of this Article, may opt to discontinue paid sick leave benefits and be enrolled in the Supplemental Sickness Benefit Plan, subject to the qualifying provisions thereof.
4. Those yardmasters who opt for supplemental benefits under Section

B.2.a of this Article **will** be entitled to one paid personal leave day annually which will be governed by the provisions of Article 20. Compensation will be at the basic rate of the last service performed.

1. Once such yardmaster opts, and is accepted, to participate in the above- mentioned supplemental sickness benefit insurance plan, he/she will be thereafter ineligible to reacquire paid sick leave provisions contained in Section B of this Article.
2. Yardmasters who retain paid sick leave and who lose time from their assignments due to their personal bona fide sickness, **will** be paid a minimum day's pay at the rate of their assignment for each day they are scheduled to work on their

. assignment and are unable to perform service thereon because of such sickness, as follows:

* 1. Up to a total of ten (10) working days in any one calendar year for those yardmasters having less than fifteen (15) years' service with the Company.
	2. Up to a total of fifteen (15) working days in one calendar year for such yardmasters having fifteen (15) or more years of service with theCompany.
1. A yardmaster who retained paid sick leave and is qualified for paid sick leave at the beginning of the calendar year in which he/she will reach his/her fifteen (15) year service anniversary with the Company will qualify for up to fifteen (15) paid sick leave days in that calendar year.
2. Payment for time lost under this provision will not be made unless the supervising officer is satisfied that the individual's sickness is bona fide. In case of doubt, the supervising officer may require a certificate from the attending physician advising that the yardmaster was under his/her care on one or more days during the period of time a sick leave pay claim runs under the provisions of thisAgreement.
3. In the application of this provision, the Company reserves the right to determine whether the vacancy of a yardmaster laying off account sickness will be filled, with the understanding, however, that work coming under the scope of the Yardmasters' Agreement normally performed by the incumbent of any such vacancy will only be performed by other employees covered by the Yardmasters' Agreement.
4. After an employee has accumulated thirty (30) days of unused sick leave, thereafter, in each year of service, the employee shall have the option, which must be made in the month of February, of receiving payment in five (5) full day increments at the rate of 50% of the daily allowance for each day which he/she elects the option of the unused sick leave accumulated; or he/she may continue to accumulate the unused sick leave up to a maximum of sixty (60) working days. Upon accumulation of sixty (60) days sick leave, the employee shall thereafter be compensated for 50% of the unused sick leave credited to each subsequent eligibility year. Pay for unused sick time will be based upon the rate of the position occupied on the last day of the year or protected rate being paid, whichever is higher, and will be paid in the next payroll period. (Pay for extra employees will be based on the guaranteed extra board rate of pay or protected rate being paid, whichever is higher.)

**ARTICLE 17 INVESTIGATIONS - DISCIPLINE**

Amended 8-15-16

1. 1. A yardmaster of a class covered by this Agreement, provided they have been in the service of the Carrier for at least ninety (90) calendar days, will not be demoted or dismissed without a fair, full, and impartial investigation. Charges shall be made within thirty (30) days of the date the Company officers under whose jurisdiction the yardmaster works first receive knowledge of the incident. Investigations shall be held within fifteen (15 days of the date an employee is charged. In cases where an employee is removed from service, said investigation shall be held promptly, ordinarily within ten

(10) days.

1. The employee and the Organization shall be given notice as to specific charge, time and place, sufficiently in advance to afford them the opportunity to arrange representation and for the attendance of any desired witnesses. The Company will require the presence of all employees whose testimony may be necessary to develop all of the essential facts.
2. Notification of the results of such investigation shall be given to the employee, their representative, and the Organization (if different) within not more than thirty (30) days after such investigation.
3. A yardmaster who is otherwise disciplined or who considers himself unjustly treated, shall upon making written request to their immediate superior within ten (10) days from the date of advice of discipline, or alleged unjust treatment, be given a fair, full, and impartial investigation. A yardmaster involved in an investigation may be represented by a duly accredited representative of their choice. Where the term "duly accredited representative" is used, it is understood to mean the regular constituted committee and/or officers of the USCA or TCU/IAM or UTU/SMART.
4. The right of appeal in regular order to higher officials of the Company is conceded.
5. If discipline is assessed, a copy of the transcript of the investigation shall be furnished to the yardmaster charged and to the Organization within a reasonable length oftime.
6. Yardmasters exonerated subsequent to discipline being assessed shall be paid for time lost including time withheld from service previous to investigations. It is understood that any earnings in other employment will be used to offset payments for time lost. In cases of exoneration, the employee's record will be cleared.
7. Investigations shall be held, whenever possible, at the home point of yardmasters charged, except when employees from other terminals are charged. Recognizing investigations are normally conducted during business hours Monday through Friday, scheduling, when practicable, will not cause yardmasters to lose time from their assignments. Consideration shall be given to affording yardmasters under charge rest in advance of investigations.
8. Investigations will not be postponed except for just cause and then only with the concurrence of all parties, except that postponement will be granted if requested by another Organization. In the event an investigation is postponed, it will be rescheduled at a date and time agreeable to all parties.
9. Discipline Appeals
	1. If the Carrier's decision to discipline an employee is to be appealed by the General Chairman or the employee involved, the General Chairman or the employee shall submit a written appeal directly to the Carrier's highest designated officer within sixty (60) days from the date the discipline is issued. The written appeal will contain a full statement of the Organization's or employee's objections to the discipline issued.
	2. Should any such claim be disallowed, the Carrier shall, within sixty (60) calendar days from the date same is filed, notify the General Chairman (or the employee in cases where the employee is handling his/her own claim or grievance) in writing of the reasons for such disallowance. If not so notified, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
	3. The parties shall meet in conference within sixty (60) days from the Carrier's disallowance of the claim at a mutually agreeable time and place. It is understood, however, that the parties may, by .agreement, extend the sixty (60) day periods established herein at any stage of the handling of thedispute.
	4. All discipline claims or grievances shall be barred unless within one (1) year from the date of the Carrier's highest officer's decision proceedings are instituted by the employee or the duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment, or public law board 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 agree in any particular case to extend the one (1) year period herein referredto.

**ARTICLE 18 VACATIONS**

1. 1. An annual vacation of two (2) weeks (10 working days) with pay will be granted, under conditions hereinafter set forth, to each yardmaster who rendered compensated service as yardmaster, including guarantee for protecting the guaranteed extra board, on not less than one hundred (100) days during the preceding calendar year.
2. An annual vacation of three (3) weeks (15 working days) with pay will be granted, under conditions hereinafter set forth, to each yardmaster who rendered compensated service as yardmaster, including guarantee for protecting the guaranteed extra board, on not less than one hundred (100) days during the preceding calendar year and are entering their eighth (8th) or more years of continuous service with the Company on January 1.
3. An annual vacation of four (4) weeks (20 working days) with pay will be granted, under conditions hereinafter set forth, to each yardmaster who rendered compensated service as yardmaster, including guarantee for protecting the guaranteed extra board, on not less than one hundred (100) days during the preceding calendar year and are entering their seventeenth (17th) or more years of continuous service with the Company on January 1.
4. An annual vacation of five (5) weeks (25 working days) with pay will be granted, under conditions hereinafter set forth, to each yardmaster who rendered compensated service as yardmaster, including guarantee for protecting the guaranteed extra board, on not less than one hundred (100) days during the preceding calendar, year and who are entering their twenty-fifth (25th) or more years of continuous service with the Company on January 1.
5. Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his/her own sickness or because of his/her own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of ten (10) such days for a yardmaster with less than three (3) years of continuous service with the Company, a maximum of twenty (20) such days for a yardmaster with three (3) but less than fifteen (15) years of continuous service with the Company and thirty (30) such days for a yardmaster with fifteen (15) or more years of continuous service with the Company, 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 S ection. The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of ten (10), twenty (20) or thirty (30) days, respectively.
6. In instances where employees who have become members of the Armed Forces of the United States return to the service of the Company 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 Company 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 Company.
7. In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his/her 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/her return to railroad service, but could qualify for a vacation in the year of his/her return to railroad service if he/she had combined for qualifying purposes days on which he/she was in railroad service in such preceding calendar year with days in such year on which he/she was in the Armed Forces, he/she will be granted, in the calendar year of his/her return to railroad service, a vacation of such length as he/she could so qualify for under Paragraphs (1), (2), (3),

(4) and (6) hereof.

1. In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the Company in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his/her 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/she had combined for qualifying purposes days on which he/she was in railroad service in the year of his/her return with days in such year on which he/she was in the Armed Forces, he/she will be granted, in such following calendar year, a vacation of such length as he/she could so qualify for under Paragraphs (1), (2), (3), (4) and (6) hereof.

(Note: A shift which extends from one calendar day into another shall be counted as one

1. day in computing the number of qualifying days referred to above.)
2. 1. Employees must notify in writing the designated Manager involved not later

than November 15 of the preceding year of vacation requests. The Manager or is/her designated representative will meet with the Local/District Chairman during the last half of November of each year at a date convenient to both parties for the purpose of assigning vacations for the following year.

2. Vacations shall be taken between January 1st and December 31st, and due regard consistent with requirements of the service as determined by the Company shall be given to the desires and preferences of the yardmasters in seniority order when fixing the dates for the vacations of those qualifying under Section (A) of this Agreement. Employees will not be required to take vacation within the first 6 weeks of any year. Vacations will be assigned in seniority order when fixing the dates for the vacations. Such order will begin with the senior Yardmaster in the terminal selecting their first choice and will proceed until all Yardmasters have made their first selection. The process will continue with second, third, fourth and fifth selections until all vacations have been selected.

1. Vacations shall not be accumulated or carried over from one vacation year to another.
2. In scheduling vacations for yardmasters, the entire scheduled vacation period, i.e., two
3. weeks, three (3) weeks, four (4) weeks, or five (5) weeks, as the case may be, shall be shown in the vacation schedule. In the event the assigned days off of the position of a yardmaster fall on the last two (2) days of the week in which his/her scheduled vacation period terminates, such yardmaster will not be permitted to exercise their seniority to acquire another position, but will stand for service off the augmented extra board. When the assigned days off of a yardmaster's position fall on the last two (2) days of the week in which his/her scheduled vacation period terminates and the yardmaster on vacation reports to proper authority on any of, or prior to, those days that he/she will be available for his/her assignment when it next assumes duty, the yardmaster filling position of yardmaster on vacation will be released from the vacation vacancy following the last day of service thereon prior to the days off.
4. Vacations will be scheduled to begin on the Monday of each calendar week. An employee's vacations will be advanced or deferred a maximum of three (3) days so that the beginning of the vacation will coincide with the beginning of the employee's work week.
5. Whether or not the position of a yardmaster on vacation shall be filled is an option reserved exclusively to the Company and the Carrier may elect to only partially fill a vacation vacancy.
6. Pay for vacation is in accordance with this Agreement.
7. The vacation provided for in this Article shall be considered to have been earned when the employee has qualified under Section (A) hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he/she shall at the time of such termination be granted full vacation pay earned up to the time he/she leaves the service, including pay for vacation: earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified under Section (A). If an employee 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/her estate, in that order of preference. ·

1. Yardmasters in -service who have qualified for a vacation for the following year and who fail to make written application for a vacation, or who fail to specify their preference of a vacation period on their written application on date vacations are set, will be assigned a vacation at the discretion of the Company without respect to seniority standing.
2. Application to all Yardmasters
	1. Scheduling Parameters
		1. Yardmasters will be allowed to split their annual vacation allotment into one (1) week increments.
		2. Yardmasters will be allowed to further split one (1) week vacation into single days increments of vacation and may split as many as one (1) week allotments as they desire at their option. Such designation of single day vacations is to be made prior to the beginning of the calendar year but will be scheduled as a full week of vacation.
	2. Single Days ofVacation
		1. The use of single day vacation increments requires approval.
		2. Days remaining from the scheduled week of vacation designated as single days that have not been observed prior to the specified start date of that scheduled week will be observed beginning with the first work day of that scheduled vacation week, unless requested and approved for other days that scheduled week.
3. Vacation vacancies of less than five (5) days are not subject to vacation hold down under Article 7 of the Agreement.
4. Transferring Yardmasters in and out of the Craft
	1. Employees entering the yardmaster craft mid-year will have their pre-existing vacation schedule observed, to the extent possible.
	2. Yardmasters who forfeit or relinquish their seniority as a yardmaster will be paid in lieu for their earned but unused vacation at the time they forfeit or relinquish their yardmaster seniority.

**ARTICLE 19 HOLIDAYS**

1. 1. Subject to the qualifying requirements contained in Section (B) hereof and to other conditions hereinafter provided in this Article, yardmasters shall receive one (1) basic day's pay at the pro rata rate for each of the following enumerated holidays:

New Year's Day Presidents' Day Good Friday Memorial Day Fourth of July Labor Day

Thanksgiving Day

Day afterThanksgiving

Christmas Eve (the day before Christmas) Christmas Day

New Year's Eve (the day before New Year's Day)

Note: Any day which by agreement, or by law or proclamation of the State or Nation, that is substituted or observed in place of any of the national holidays listed above will be considered the holiday in the application of this provision.

1. Holiday pay for regularly assigned yardmasters shall be at the pro rata rate of the position to which assigned.
2. Holiday pay for other than regularly assigned yardmasters or yardmasters performing service on temporary vacancies, as provided for in Section (B), Paragraph (1), shall be at the pro rata rate of the position worked on the holiday (if more than one

(1) position worked, pay shall be at the pro rata rate of the last position worked) or at the pro rata rate of the position on which he/she last performed compensated service prior to the holiday if no service is performed on the holiday.

1. 1. A regular assigned yardmaster shall qualify for the holiday pay provided for in Section A hereof if compensation for service paid him/her by the Company is credited to the workdays immediately preceding and following such holiday, or if the employee is not used to work but is available for service on such workdays. The foregoing will also apply to yardmasters filling temporary vacancies of regular assigned yardmasters by application under Article 7.B, or a combination of service on regular assignments and temporary vacancies.
2. Other than regularly assigned yardmasters shall qualify for holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:
	1. Fulfill service on an assignment as yardmaster, or
	2. Are available for service on yardmasters' extra board a full calendarday.
3. When any of the holidays enumerated in Section A of this Article, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of the national holidays, falls during a yardmaster's vacation period, he/she shall, in addition to his/her vacation compensation, receive the holiday pay provided for therein, provided he/she meets the qualification requirements specified. The "workdays" and

"days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

1. 1. Yardmasters shall be paid at the rate of time and one-half (1 ½) for working on any of the holidays enumerated in Section A of this Article.

2. Under no circumstances will a yardmaster be allowed more than one and one­ half (1 ½) time payment for service performed by him/her on any one (1) assignment, whether it is a workday, a rest day or a vacation day, which is also a holiday. It is understood that this provision does not modify or cancel theprovisions of Article 3 A.

1. In instances when a recognized holiday, or the day such holiday is observed by the State or Nation, falls on an assigned workday of a regular yardmaster assignment which is blanked on that day, the yardmaster then holding such assignment shall be paid for that day on the basis of his/her regular straight time rate of pay, provided he/she does not render other compensated service for the railroad during the hours of such yardmasterassignment.
2. Holiday payment under Section A to yardmasters assigned to positions on the extra board will be counted as a shift worked in the computation of the eleven shifts of work guaranteed, as referred to in Section B of Article 10 - Extra Boards, but will not be considered as a shift worked in the application of overtime provisions.
3. Employees actively working as a yardmaster on December 5th will be assumed to elect personal leave days in lieu of holidays for the following calendar year unless they elect to keep holidays. This election will close at noon on December 15th

.

* 1. Yardmasters who fail to protect service during a holiday will not be allowed to take personal leave days in lieu of holidays for the following calendaryear.
	2. Paragraph 1, above, does not apply to time off for Union Business for District Chairmen, General Chairmen and Vice General Chairmen or other Union representatives as approved by Labor Relations or for Military Duty.
	3. Yardmasters having personal leave in lieu of holidays who are then unable to hold as a yardmaster will be paid out their personal leave days earned in the progress of the calendar (actual holidays that have occurred and personal leave days earned by virtue of Article 20) less those personal leave days they have already taken during the year. In the event that employee returns to active work as a Yardmaster during the same calendar year, they will observe the holidays for the remainder of that year.
1. A qualifying employee promoted to yardmaster subsequent to the date on which vacations are assigned must, within ten (10) days from date of promotion, notify the Company officer in charge of the terminal or his/her designated representative, with copy to his/her Local Chairman, after which such Company officer or his/her designated representative will meet with the Local Chairman and assign vacation dates to the involved employee subject to the terms outlined above.

# ARTICLE 20 PERSONAL LEAVE

1. Personal leave will be provided on the following basis:
	1. Employees who have ten (10) calendar years of service with the Company shall be entitled to one (1) day of personal leave annually;
	2. Employees who have fifteen (15) calendar years of service with the Company shall be entitled to two (2) days of personal leave annually; and
	3. Employees who have twenty (20) calendar years of service with the Company shall be entitled to three (3) days of personal leave annually.
	4. The foregoing is in addition to the eleven (11) personal leave days in lieu of holidays provided under the terms of Article 19.
	5. The foregoing is in addition to the one (1) personal leave day under the provisions of Article 16 for those employees who opted for supplemental insurance benefits.
2. 1. Personal leave days may be taken upon forty-eight (48) hours' advance notice from the employee to the proper Company officer; provided, however, such days may be taken only when consistent with the requirements of the Company'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 personal leave days before the end of that year.
3. Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
4. Personal leave days not taken during each calendar year shall be paid out at the end of the year.
5. The Company shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. The Company will have the right to distribute work on a position vacated among other employees covered by thisAgreement.
6. The yardmaster may, at their option, observe personal leave day(s) provided in this Article on their scheduled rest day(s), and will be compensated at the applicable straight-time rate of their regular assignment. Use of personal leave days for employees on the Guaranteed Extra Board are addressed in Article 10.
7. Yardmasters who take personal leave days under another agreement and subsequently enter yardmaster service during the same calendar year will have the number of personal leave days entitled to under Section A reduced by the number of personal leave days taken under the other agreement.
8. Laying Off and Protection Service
	1. Yardmasters will not be allowed to lay off work non-compensated as long as they have any personal leave days left to use in the year. It is recognized that by being compensated for an absence under this Section does not mean the absence was approved.
	2. This provision does not apply to time off for Union Business for District Chairmen, General Chairmen and Vice General Chairmen or other Union representatives as approved by Labor Relations or for Military Duty.

**ARTICLE 21 CLAIMS AND GRIEVANCES**

**(TIME LIMITS)**

1. Time Limits on Claims and Grievances
	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 sixty

(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 sixty

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

* 1. If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) calendar days from date of notice of disallowance to the Officer of the Carrier authorized to receive same. Failing to comply with this provision the matter will be considered closed, but this will not be considered as a precedent for waiver of the contentions of the employees as to other similar claims orgrievances.
	2. The procedure outlined in paragraphs 1 and 2 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 one (1) year from the date of said Officer's decision proceedings are instituted by the employee or his/her duly authorized representative before the appropriate division of the National Railroad Adjustment Board or Public Law Board 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 one (1) year period herein referred to.
	3. The record in any case is closed as of the date that the Carrier agrees in writing to the Organization's request to list that claim to a Public Law Board or upon notification that the Organization has docketed the claim to the appropriate division of the National Railroad Adjustment Board.
1. 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, is found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof.
2. With respect to claims and grievances involving an employee held out of service in discipline cases, the request for reinstatement with pay for time lost shall be understood to include provisions that earnings in other employment shall be used to offset the loss of earnings.
3. 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.
4. This rule shall not apply to request for leniency.

**ARTICLE 22 UNION SHOP**

1. Subject to the terms and conditions hereinafter set forth, all employees of the Company who are regularly assigned to positions of Yardmaster and covered by the rules and working conditions agreement between the parties hereto shall, as a condition of continued employment in such work, be members of the Western Railway Supervisors Association, or the United Transportation Union - Yardmasters, as appropriate.
2. The provisions of the WRSA Union Shop Agreement are found at Appendix B.
3. The provisions of the UTU-Y Union Shop Agreement are found at AppendixC.

**ARTICLE 23 DUES DEDUCTION**

1. 1. Subject to the terms and conditions of this Agreement the Company shall deduct sums for periodic dues, initiation fees, assessments and insurance premiums (not including fines and penalties), payable to the Organization by members thereof from wages earned in any of the services or capacities covered by the rules and working conditions agreement between the parties hereto upon written and unrevoked authorization of a member in the form agreed upon by the parties hereto.
2. The signed authorization may, in accordance with its terms, be revoked in writing at any lime after the expiration of one (1) year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties.
3. a. Subject to the terms and conditions hereinafter set forth, the Company will deduct from the wages of employees voluntary political contributions upon their written authorization in the form agreed upon by theparties.
4. Voluntary political contributions will be made monthly from compensation of employees who have executed written authorization form, which will remain in effect for a minimum of twelve (12) months and thereafter may be canceled by thirty (30) days advance written notice to the Company and the Organization. Monthly deductions will be in whole dollar amounts. Changes in the amount deducted **will** be limited to one change in each twelve (12) month period.
5. Section A. 3 of this Article is subject to cancellation by either party on thirty (30) days written notice to the other.
6. Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume full responsibility for the procurement and execution of the forms by employees and for the delivery of such forms to the Company.
7. Deductions as provided for herein shall be made by the Company in accordance with certified deduction lists furnished to the Superintendent by the Treasurer of the Local Lodge or the General Secretary Treasurer of the Organization of which the employee is a member. Such lists, together with assignment and revocation of assignment forms, shall be furnished to the Company on or before the 5th day of each month in which the deduction or termination of deduction is to become effective as hereinafter provided. The original lists furnished shall show the employee's name, employee account number, and the amount to be deducted in the form approved by the Company. Thereafter, two (2) lists shall be furnished each month by the Treasurer of the Local Lodge or the General Secretary Treasurer of the Organization to the Company as follows:
	1. A list showing any changes in the amounts to be deducted from the wages of employees with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of employees from wpose wages no further deductions are to be made which shall be accompanied by revocation of assignment forms signed by each employee so listed. Where no changes are to be made the list shall so state.
	2. A list showing additional employees from whose wages the Company shall make deductions as herein provided, together with an assignment authorization form signed by each employee so listed. Where there are no such additional employees the list shall so state.
	3. The Company will make separate remittance of voluntary political contributions to the Secretary-Treasurer of the appropriate Organization, together with a separate list prepared in accordance with the requirements of this Section, with copy to General Chairman.
8. Deductions as provided for herein will be made monthly by the Company from wages due employees for the first period in each calendar month, and the Company will, subject to the provisions of Section D hereof, remit to the General Secretary-Treasurer of the Organization the

total amount of such deductions, less sums withheld in accordance with Section E, on or before the 15th day of the month following the month in which such deductions are made. With such remittance, the Company will furnish to the General Secretary-Treasurer of the Organization a statement showing employees from whom deductions were made and amount of deductions.

1. 1. In the event earnings of an employee are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.
2. The following payroll deductions shall have priority over deductions covered by this Agreement:
	1. Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.
	2. Amounts due the Company.
	3. Group Life and Hospital Department contributions.
	4. Prior valid assignments and deductions.
3. In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employee for any subsequent payroll period.
4. Responsibility of the Company under this Agreement shall be limited to remitting the amounts actually deducted from wages of employees pursuant to this Agreement and the Company shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization.
5. The Organization shall indemnify and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

**ARTICLE 24 UNASSIGNED YARDMASTERS**

1. An unassigned yardmaster who declines to fill or bid on a yardmaster positio or vacancy shall forfeit their seniority under the following conditions:
	1. Refuses to fill a temporary vacancy on the shift range they are scheduled to perform service in another craft at the location where they are currentlyworking.
	2. Refuses to fill temporary vacancy on his/her scheduled rest days in anothercraft.
	3. Refuses to fill temporary vacancy while assigned to the extra board in another craft.
	4. Refuses to fill temporary vacancy while on displacement board in another craft.
	5. Fails to protect as outlined in Article 11.
	6. Fails to bid on a yardmaster position under bulletin, and is available during the advertising period.
2. Under Section A, and pursuant to Article 11, when an unassigned yardmaster is working in another class of service at a different location is advised that they have sufficient seniority to hold a regular or TEB yardmaster position in the location where they hold yardmaster seniority, they must exercise that seniority within seven (7) days from date of notification or forfeit their yardmaster seniority.

**ARTICLE 25 MOVING EXPENSES**

1. In the event of the discontinuance of a permanent yardmaster position, those regular assigned yardmasters who, as a result of such job discontinuance, have insufficient yardmaster seniority to obtain any remaining positions in the yard and, as a consequence, must relocate to another yard to obtain a permanent yardmaster position, will be eligible for the applicable provisions of this Article, if it requires them to change their place of residence.
2. **Moving expenses, transfer allowance.** All regular assigned yardmasters directly involved in job abolishment referred to in Section A, will be eligible for one of the moving expense and transfer allowance options set forth below:

Option 1.

* 1. The Company will pay all moving expenses connected with the moving of household goods and other personal effects, including traveling expenses for the employee and members of his/her family living in the same household.
	2. The Company will assume the expense for all crating, packing, pick-up, transportation, delivery, uncrating and loss and damage in transit of household goods and personal effects. In addition, the Company will pay the employee's wage loss during the period of time required for the move and for a reasonable time thereafter (not to exceed a total of ten (10) days) and will pay the employee a transfer allowance of

$500.00 in addition to all other benefits.

* 1. Movement of household goods and other personal effects shall not be undertaken prior to the time the Company approves the manner in which the employee intends to accomplish such movement. In no event shall the Company assume any liability for such movement prior to the time the Company has approved the method or means of accomplishing the movement.

Option 2.

In lieu of all the benefits in Option 1 above, accept lump sum based on mileage pursuant to the below-listed schedule, to relocate:

**GROSS**

|  |  |
| --- | --- |
| **MILEAGE RELOCATED** | **AMOUNT** |
| 150 miles or less | $4500 |
| 151 to 300 miles | $5500 |
| 301 to 750 miles | $6500 |
| 751 miles or more | $7500 |

1. **Home Disposition.** A yardmaster eligible for moving expenses and transfer allowance options under Section B, and who owns his or her own home in the locality from which he or she is required to move as a result of the job abolishment shall, at his or her option, dispose of such home by electing one of the following options:

Option 1.

* 1. Reimbursement by the Company for any loss suffered in the sale of his/her home for less than the fair value. In determining whether loss is suffered and amount of loss, if any, in connection with the sale of the employee's home for less than fair value, the Company will take into account charges assessed the employee for realty commission, title insurance fee, reconveyance fee, recording and escrow fees, internal revenue, stamps, prepayment penalty on existing mortgage and appropriate pro-rata of (1) taxes,

(2) insurance, and (3) interest during period involved when employee is actively endeavoring to sell his/her home for fair market value (or other listing concurred in by the Company), contingent in each case upon the employee having paid the charge or fee involved.

* 1. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the date of the event which resulted in the requirement to move in order that the fair value will be unaffected thereby. The Company shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
	2. When Seller assumes fee or discount cost of acquiring new loan, this will be paid by the Company if approved in advance.
	3. Where maintenance is required to maintain fair market value of home, cost will be assumed by the Company, provided advance arrangements are made by employee with his/her employing officer.
	4. Advances by the Company are on basis employee is actively endeavoring to sell home at fair market value (or other listing concurred in by the Company), and Company may assume home at fair market value if paying costs referred to in thisSection.
	5. If the employee is under contract to purchase his/her home, the Company will protect him/her against loss to the extent of the fair value of any equity he/she may have

in the home and in addition shall as of date of transfer relieve him/her from any further obligations under his/her contract.

Option 2.

In lieu of all the benefits of Option 1 above, and in full settlement of any and all future home disposition benefits involving the home upon which the benefit is based, accept lump sum based on fair market value, pursuant to the below-listed schedule:

**FAIR MARKET**

# ~~VALUE~~

less than $60,000

$60,000 to $110,000

$110,001 to $200,000

over $200,000

**GROSS**

# AMOUNT

$5000

$8000

$15000

$20000

1. If the employee holds an unexpired lease of a residence occupied by him/her as his/her home, the Company shall protect him/her from all loss and cost in securing the cancellation of said lease.
2. Yardmasters who are caused to lose time on new assignments acquired at time of transfer account qualifications required by the Company will be paid for time so lost at the rate of the new assignment.
3. Where two (2) or more employees occupy the same household, only one (1) relocation and/or home sale allowance will be made, except that the employee(s) not eligible to receive the specified relocation allowance will be entitled to ten (10) days pay and $250 meal allowance.
4. **Dispute resolution.** Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the Organization and the Company, and in the event they are unable to agree, the yardmaster involved will have one of the following options:

Option 1.

* 1. The yardmaster may list the home at any value he/she deems appropriate, but will not be eligible for reimbursement of pro rata of taxes, insurance, and interest during period involved. After the home has been so listed for a period of at least thirty (30) days, remains unsold, and the yardmaster still considers the Company's determination of value of his/her home inaccurate, the following procedure will apply:
	2. The yardmaster may select an appraiser, from the Employee Relocation Council ("ERC") list of qualified appraisers in or near the yardmasters community. The yardmaster will be responsible for the costs of this arbitration appraisal. The arbitration

appraisal must comply with ERC procedures and formats, and the original copy must be furnished to the Company.

* 1. Upon receipt of the arbitration appraisal, the Company will:
		1. average all appraisals on the yardmaster's home, and
		2. average the two (2) appraisals closest invalue.
	2. The calculation which results in the higher value of the home will be deemed the fair value.

Option 2.

The dispute may be referred by either party to a board of competent real estate appraisers, selected in the following manner: One to be selected by the Organization and the Company, respectively, and if they cannot agree, then these two shall endeavor, by agreement within ten (10) days after their appointment, to select a third appraiser, or to select some person authorized to name a third appraiser, and in the event of failure to agree, then the Society of Residential Appraisers or a comparable organization shall be requested to appoint a third appraiser. A decision of a majority of the appraisers shall be required, and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them; except that such expenses incurred by the Organization shall be paid by the employee involved. The salary of the appraiser selected by the Company shall be paid by the Company. The salary of the appraiser selected by the Organization shall be paid by the employee.

1. Changes in place of residence not caused by an employee being required to change the point of his/her employment as a result of job abolishment are not comprehended by this Agreement. Neither does this Agreement comprehend more than one change of residence caused by a single change in the employee's point of employment. No claim for loss under this Agreement shall be paid if not presented within three (3) years (1095 consecutive days) after the date of the event which resulted in the requirement tomove.

**ARTICLE26**

**ASR/SELF MANAGED AGREEMENT**

1. An alternative Agreement, referred to as the ASR/Self-Managed Agreement and included as Appendix D of this Agreement, may be implemented at locations where requested by the yardmasters.
2. Approval of such request is subject to the discretion of the General Chairman and the designated representative of the Company.
3. Approval will be subject to the terms of the By-Laws/Constitution of theOrganization.
4. Locations requesting and approved to be governed by the terms of this Agreement will:
	1. Accept the conditions of the Agreement; and
	2. Agree to maintain the conditions of the Agreement for the complete calendar year.
5. Locations that would like to return to the conventional working conditions of the Collective Bargaining Agreement, may do so provided:
	1. Notice is provided to the General Chairman six (6) weeks prior to the end of the calendar year to terminate the conditions of the ASR Agreement for the next calendar year; and
	2. The location requesting to be removed must do so subject to the By- laws/Constitution of the Organization.
6. If no notice is provided six (6) weeks prior to the end of the calendar year, the ASR/Self­ Managed location will continue working under the terms of the ASR/Self-Managed Agreement for the next calendar year.

**ARTICLE 27 CHANGE IN AGREEMENT**

1. This Agreement supersedes existing Collective Bargaining Agreement between the Union Pacific Railroad Company and the United Transportation Union, dated December 1, 1975, and the Consolidated Master Agreement between Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and its Yardmasters represented by the Western Railway Supervisors Association, dated December 1, 1994; and all previous and existing agreements, understandings and interpretations which are in conflict with this Agreement.
2. This Agreement and all interpretations and rulings, constitutes in its entirety, the Agreement between Union Pacific Railroad, including Southern Pacific Transportation Company Eastern Lines and Western Lines, St. Louis Southwestern Railway Company, and the yardmasters employed thereon, represented by Western Railway Supervisors Association and the Agreement between the Union Pacific Railroad, including the Missouri Pacific Railroad lines and Chicago & North Western Railroad lines, represented by the United Transportation Union - Yardmasters.
3. No party to this Agreement shall serve, prior to November 1, 2014 (not to become effective before January 1, 2015), any notice or proposal which relates to the subject matter of the provisions of this Agreement. However, this Article will not bar the parties signatory hereto from agreeing upon any subject of mutual interest.
4. The provisions of this Agreement shall be applied without regard to race, color, creed, sex or national origin.

This Agreement is effective July 1, 2012 and shall remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

FOR THE WESTERN RAILWAY SUPERVISORS ASSOCIATION:

General Chairman, WRS

FOR THE UNITED TRANSPORTATION UNION - YARDMASTERS:

FOR UNION PACIFIC RAILROAD:

 ,./

General Director - Labor Relations

*.q=*

Mr. Brian O'Reilly General Chairman and Chief Negotiator- USCA P. 0. Box 902709

Sandy, UT 84090-1709

Dear Sir:

July 1, 2012

#1

This refers to the language regarding transfer of responsibilities in Article 3, Section A (2) of the Collective Bargaining Agreement dated July 1, 2012.

The Article referenced above provides that at points where yardmasters transfer responsibilities, the oncoming yardmaster is expected to report sufficiently in advance of the on duty time to receive a transfer. Yardmasters making transfer before going on duty shall not receive additional compensation. Such transfer time is not usually expected to be more than fifteen (15) minutes.

It is understood the WRSA (TCU) represented yardmasters with a seniority date prior to July 1, 2012 will receive fifteen minutes of straight-time pay for each shift worked, previously referred to as "turn-over pay."

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

Yours truly,

I AGREE:

*<--;*\*-*L*-)* ;  ~~.~~

## Brian O'Reilly=

July 1, 2012

#2

Mr. Brian O'Reilly General Chairman and Chief Negotiator- USCA P. 0. Box 902709

Sandy, UT 84090-1709

Dear Sir:

This refers to the language regarding yardmasters in training subject to Articles 9 and 11 of the Collective Bargaining Agreement dated July 1, 2012.

The Articles referenced above provide that newly promoted yardmasters will serve a probationary period of forty-five (45) shifts worked, exclusive of training. It is understood that WRSA (TCU) represented yardmasters in training as of June 30, 2012, will be subject to these probationary rules.

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

Yours truly,

I AGREE:

ranO'Reilly

*a*

|  |  |  |
| --- | --- | --- |
|  | Rates of Pay |  |
|  | Preceding | 07/01/10 | 07/01/11 | 07/01/12 | 07/01/13 | 07/01/14 | 01/01/15 |
|  | Day | 2% inc. | 2.2% inc. | 3% inc. | 3%inc. | 3.5% inc. | 3% inc. |
| Grandfathered/General |  |  |  |  |  |  |  |
| Yardmaster (1) | $304.24 | $310.32 | $317.15 | $326.66 | $336.46 | $348.24 | $358.69 |
| Grandfathered/Assistant |  |  |  |  |  |  |  |
| General Yardmaster (1) | $297.77 | $303.73 | $310.41 | $319.72 | $329.31 | $340.84 | $351.06 |
| General Yardmaster (2) | $274.94 | $280.44 | $286.61 | $295.21 | $304.07 | $314.71 | $324.15 |
| Asst. General Yardmaster (2) | $272.87 | $278.33 | $284.45 | $292.98 | $301.77 | $312.33 | $321.70 |
| ASR Yardmaster (3) | $84,645.00 | $86,338.00 | $88,237.44 | $90,884.56 | $93,611.10 | $96,887.48 | $99,794.11 |
| 8 hour daily rate | $ 325.56 | $ 332.07 | $ 339.38 | $ 349.56 | $ 360.04 | $ 372.65 | $ 383.83 |
| 10 hour daily rate | $ 406.95 | $ 415.09 | $ 424.22 | $ 436.95 | $ 450.06 | $ 465.81 | $ 479.78 |
| 12 hour daily rate | $ 488.34 | *$* 498.11 | $ 509.07 | $ 524.34 | $ 540.07 | $ 558.97 | $ 575.74 |
| Hourly rate |  |  |  | $ 43.69 | $ 45.01 | $ 46.58 | $ 47.98 |
| Part-Time ASR Yardmaster |  | $5,000.00 | $5,110.00 | $5,263.30 | $5,421.20 | $5,610.94 | $ 5,779.27 |

(monthly rate)

1. Employees defined in Article 11, Section B (1) or Article 11, Section B (2), (3) and (4) whose seniority date is prior to 1/1/2000.
2. Employees defined in Article 11, Section B (2), (3) and (4) whose seniority date is on or after 1/1/2000.
3. Employees working under Appendix Das outlined in Article 26.

# AGREEMENT BETWEEN THE

**UNITED SUPERVISORS COUNCIL OF AMERICA**

**(Members of WRSA (TCU/IAM) and UTU/SMART) And**

**UNION PACIFIC RAILROAD**

## THIS AGREEMENT, effective the 1st day of July, 2012, by and between the Union Pacific Railroad Company (UP) and employees represented by the United Supervisors Council of America (WRSA(TCU/IAM) and UTU/SMART), witnesseth:

**IT IS HEREBY AGREED: ARTICLE** I - **WAGES**

**Section 1 - First General Wage Increase**

On July 1, 2010, all hourly, daily, weekly, and monthly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increased in the amount of two (2) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

* 1. Hourly Rates -

Add 2 percent to the existing hourly rates of pay.

* 1. Monthly Rates -

Add 2 percent to the existing monthly rates of pay.

* 1. Disposition of Fractions -

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

* 1. Application of Wage Increase -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions of the Collective Bargaining Agreement between UPRR and ARASA. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased.

Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

**Section 2 - Second General Wage Increase**

Effective July 1, 2011, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2011 for employees covered by this Agreement shall be increased in the amount of two and two-tenths (2.2) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 3 - Third General Wage Increase**

Effective July 1, 2012 all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2012 for employees covered by this Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 4 - Fourth General Wage Increase**

Effective July 1, 2013 all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2013 for employees covered by this Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 5 - Fifth General Wage Increase**

Effective July 1, 2014 all hourly, daily, weekly and monthly rates of pay in effect on June 30, 2014 for employees covered by this Agreement shall be increased in the amount of three and one-half (3.5) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 6 - Sixth General Wage Increase**

Effective January 1, 2015 all hourly, daily, weekly and monthly rates of pay in effect on December 31, 2014 for employees covered by this Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 6 shall be applied in the same manner as provided for in Section 1 hereof.

It is agreed that if disposition of the 2015 Bargaining Notices is referred to any third party (including but not limited to a Presidential Emergency Board or arbitration board), this Agreement may be provided to such body to confirm the parties' mutual

understanding that Article I, Section 6 was intended to constitute a complete resolution of the compensation adjustment issue for calendar year 2015.

**Section 7** - **Payment of Back Wages**

The Carrier will make all reasonable efforts to pay the retroactive portion of such general wage increases as soon as possible and no later than sixty (60) days after the date of this Agreement.

If the Carrier finds it impossible to make such payments by that date, it shall notify the Organization in writing explaining why such payments have not been made and indicating when the payments will be made.

It is understood that the retroactive portion of those wage increases shall be applied only to employees who have an employment relationship with the Carrier on the date of this Agreement or who retired or died subsequent to June 30, 2010.

**ARTICLE II- LUMP SUM PAYMENT**

1. A lump sum payment shall be made to each employee subject to this Agreement who has an employment relationship with the carrier as of the date such lump sum is paid or who has retired or died subsequent to October 31, 2010. Such lump sum shall be paid no later than ninety (90) days after the date of this Agreement. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.
2. The lump sum amount payable to an eligible employee shall be a lump sum equivalent to 1% of straight time earnings paid to that employee under the terms of the Collective Bargaining Agreement between the Carrier and the Organization for the twelve month period November 1, 2010 through October 31, 2011, after application of the July 1, 2010 and July 1, 2011 general wage increases provided for in Article I.

**ARTICLE** Ill - **401(k) MATCH**

## Effective January 1, 2013, employees represented by the Organization will be eligible for a fifty percent (50%) match on the first six percent (6%) of their contributions to the Union Pacific Agreement Employee 401(k) Thrift Plan (up to a maximum Carrier contribution of 3%). Said contribution and match shall be done in accordance with the Carrier's current Plan Document dated June 1, 2009, subject to any amendment of that Plan Document.

**ARTICLE IV** -- **HEALTH AND WELFARE**

**Part A - Plan Changes**

**Section 1 - Continuation of Plans**

The Railroad Employees National Health and Welfare Plan ("the Plan"), the Railroad Employees National Dental Plan ("the Dental Plan"), the Railroad Employees National Early Retirement Major Medical Benefit Plan ("ERMA"), and the Railroad Employees National Vision Plan ("the Vision Plan"), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

**Section 2 - Plan Design Changes**

1. The Plan's Managed Medical Care Program ("MMCP") shall be revised as follows:
	1. There shall be a separate, stand-alone, Annual Deductible for In­ Network Services for which a fixed-dollar copayment does not apply. For the six-month period from July 1 through December 31, 2012, inclusive, this Annual Deductible shall be $100 per individual and $200 per family. For calendar year 2013, this Annual Deductible shall be $150 per individual and $300 per family. Beginning January 1, 2014, this Annual Deductible shall be $200 per individual per year and $400 per family per year.
	2. The percentage of Eligible Expenses paid by the Plan for any In­ Network Services for which a fixed-dollar copayment does not apply (as defined by procedure code) shall be 95% of the Eligible Expenses that exceed the applicable Annual Deductible provided for in clause (1) above; the amount payable by the employee as a result of this "coinsurance" shall be capped at $500 per individual and $1000 per family for the six-month period from July 1 through December 31, 2012, inclusive, and at $750 per individual and

$1500 per family for calendar year 2013. Beginning January 1, 2014, the amount payable by the employee as the result of this "coinsurance" shall be capped at $1000 per individual per year and

$2000 per family per year.

* 1. The Emergency Room Co-Payment for In-Network Services shall be increased to $75.00 for each visit, but shall not apply if the visit results in admission to the hospital.
	2. The Urgent Care Center Co-Payment for In-Network Services shall be decreased to $20.00 for each visit.
	3. In cases where a fixed-dollar copayment of $20 currently applies to an office visit, the copayment shall be reduced to $1O if the office is in a "convenient care clinic." A "convenient care clinic" means, for purposes of this Section, a health care facility typically located in a high-traffic retail store, supermarket or pharmacy that provides affordable treatment for uncomplicated minor illness and/or preventative care to consumers.
	4. The Plan shall not cover radiological services performed at a convenient care clinic.
1. The Plan's Managed Medical Care Program ("MMCP") and its Comprehensive Health Care Benefit ("CHCB") shall both be revised to include:
	1. Participation in a "Radiology Notification Program" (as described in Exhibit A hereto);
	2. Arrangements for covered employees and their covered dependents to receive, on a wholly voluntary basis and without any copayment or coinsurance, the following additional "Centers of Excellence Resource Services" (as described in Exhibit A hereto): Bariatric Resource Services, Cancer Resource Services, and Kidney Resource Services;
	3. Arrangements for covered employees and their covered dependents to receive, on a wholly voluntary basis and without any copayment or coinsurance, the resource services made available under a "Treatment Decision Support Program" (as described in Exhibit A hereto).
2. The Plan's Prescription Drug Card and Mail Order Prescription Drug Programs shall be revised as follows:
	1. Prior Authorization by the Plan's current pharmacy benefit manager (or any successor pharmacy benefit manager) ("PBM") shall be required, in accordance with such PBM's Prior Authorization Program then in effect, before any prescription drugs in the therapeutic drug categories shown on Exhibit B hereto as subject to such Program shall be dispensed; provided, however, that no more than a three to five-day supply of such a drug may be dispensed at retail in accordance with the PBM's Temporary Override Program without Prior Authorization.
	2. Employees and their covered dependents shall be required to adhere to Step Therapy and Quantity/Duration Limits Programs then in effect of the Plan's PBM with respect to the prescription drugs in the therapeutic drug categories shown on Exhibit B hereto

as subject to such Step Therapy Program and/or Quantity/Duration Limits Program, as the case may be.

* 1. Employees and their covered dependents may, on a wholly voluntary basis and in accordance with program criteria, participate in the PBM's Personalized Medicine and/or Generic Rx Advantage Program then in effect.
1. The Plan's Prescription Drug Card Program Co-Payments to In-Network Retail Pharmacies per prescription are revised as follows:
	1. Generic Drug - decrease to $5.00;
	2. Brand Name (Non-Generic) Drug On Program Administrator's Formulary - increase to $25.00;
	3. Brand Name (Non-Generic) Drug Not On Program Administrator's Formulary - increase to $45.00;
2. The Plan's Mail Order Prescription Drug Program Co-Payments per prescription are revised as follows:
	1. Generic Drug - decrease to $5.00
	2. Brand Name (Non-Generic) Drug on Program Administrator's Formulary - increase to $50.00;
	3. Brand Name (Non-Generic) Drug not on Program Administrator's Formulary - increase to $90.00.
3. It is understood that the prescription drug management rules identified in Article IV, Part A, Sections 2(c)(1) & (2) of this Agreement are those that have been recommended by the Plan's current pharmacy benefit manager, Medco Health Solutions. The same is true of the therapeutic drug categories listed on Exhibit B to the Agreement; they are the therapeutic drug categories that Medco Health Solutions has recommended be subject to one or more of those rules.

The parties intend that new prescription drug management rules for which there are no existing therapeutic drug categories listed in Exhibit B shall not apply to the Plan unless such application has been (a) recommended by an independent committee of experts generally relied upon by the Plan's pharmacy benefit manager, (b) such recommendation is also made by the pharmacy benefit manager itself, and (c) the recommendation is accepted and approved by the Plan's Joint Committee.

1. The design changes contained in this Section shall become effective on July 1, 2012.

**Section 3** - **Plan Design Changes - ERMA**

1. ERMA's Prescription Drug Card and Mail Order Prescription Drug Programs shall be revised as follows:
	1. Prior Authorization by ERMA's current pharmacy benefit manager (or any successor pharmacy benefit manager) ("PBM") shall be required, in accordance with such PBM's Prior Authorization Program then in effect, before any prescription drugs in the therapeutic drug categories shown on Exhibit B hereto as subject to such Program shall be dispensed; provided, however, that no more than a three to five-day supply of such a drug may be dispensed at retail in accordance with the PBM's Temporary Override Program without Prior Authorization.
	2. Retirees and their covered dependents shall be required to adhere to Step Therapy and Quantity/Duration Limits Programs then in effect of ERMA's PBM with respect to the prescription drugs in the therapeutic drug categories shown on Exhibit B hereto as subject to such Step Therapy Program and/or Quantity/Duration Limits Program, as the case may be.
	3. Retirees and their covered dependents may, on a wholly voluntary basis and in accordance with program criteria, participate in the PBM's Personalized Medicine and/or Generic Rx Advantage Program then in effect.
2. The design changes contained in this Section shall become effective on July 1, 2012, and shall apply only to individuals who become eligible for ERMA coverage on or after July 1, 2012.

**Part B - Employee Sharing of Cost of H&W Plans**

**Section 1 - Monthly Employee Cost-Sharing Contributions**

1. Effective January 1, 2010 through December 31, 2011, the employee monthly cost-sharing contribution amount shall be $200.00.
2. Effective January 1, 2012, each employee covered by this Agreement shall contribute to the Plan, for each month that his employer is required to make a contribution to the Plan on his behalf for foreign-to-occupation health benefits coverage for himself and/or his dependents, a monthly cost-sharing contribution in an amount equal to the lesser of 15% of the Carriers' Monthly Payment Rate for 2012 or $200.00.
3. The employee monthly cost-sharing contributions amount shall be adjusted, effective July 1, 2016, so as to equal the lesser of 15% of the Carrier's Monthly Payment Rate for 2016 or $230.00, unless otherwise mutually agreed by the

parties during negotiations commencing when this Agreement becomes amendable pursuant to Article VI.

1. For purposes of subsections (b) and (c) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' monthly payments to -
	1. the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
	2. the Dental Plan for employee and dependent dental benefits and
	3. the Vision Plan for employee and dependent vision benefits,

would have been during that year, per non-hospital association road employee, in the absence of any employee contributions to such Plans.

**Section 2** - **Pre-Tax Contributions**

Employee cost-sharing contributions made pursuant to this Part shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

**Section 3** - **Method of Making Employee Cost-Sharing Contributions**

Employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

**Part C** - **Flexible Spending Accounts**

The Carrier shall establish and administer a Health Flexible Spending Arrangement (FSA) effective January 1, 2013 (not including a Dependent Care Program) that satisfies the requirements of Section 125 of the Internal Revenue Code (Code) and all other provisions of applicable law and that permits an employee to choose on a pre-tax basis (to the extent allowable under the Code) between receiving his/her wages in full or receiving less than such full wages and applying such wage deduction to medical expense reimbursements permitted by Section 125 of the Code and the regulations thereunder (in an amount no greater than $2,500.00 per year). Such FSA shall be subject to the following conditions:

1. There shall be a thirty (30) day grace period immediately following the end of each Plan Year during which unused FSA benefits or contributions remaining at the end of such Plan Year may be reimbursed to employees for qualified medical expenses incurred during the grace period.
2. Employees will not be able to recover FSA forfeitures, even if the law changes to allow such recovery.
3. The Carrier may opt to not initiate, or to terminate the FSA as quickly as is allowed by law:
	1. If any change in the law or regulations or any other development or circumstance materially impacts the financial consequences of the FSA to the Carriers; or
	2. If in any year the "Cadillac Tax" applies.
4. The Carrier may opt to terminate participation in the FSA of any craft as quickly as is allowed by law if enrollment does not meet 5% of the eligible employee population in the craft for the 2014 Plan Year, or 7.5% of the eligible employee population in the craft for the 2015 Plan Year and succeeding Plan Years.
5. The FSA will otherwise generally replicate the terms and conditions of the Health FSA of the Railroad Employees National Flexible Benefits Program established April 1, 2005, subject to subsequent changes in applicable law.

Nothing in this section shall preclude any Carrier from establishing its own flexible spending account program for employees covered by this agreement.

**ARTICLE V - SUPPLEMENTAL SICKNESS**

The October 31, 1978 Supplemental Sickness Benefit Agreement, as subsequently amended ("Sickness Agreement") shall be further amended as provided in this Article.

**Part A** - **Plan Benefit Adjustments**

1. The benefits provided under the Plan established pursuant to the Sickness Agreement shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on December 31, 2009 under the terms of Article VIII, Document "B" of the July 1, 2008 National UTU Agreement.
2. Section 4 of the Sickness Agreement shall be revised to read as follows: "4. Benefits.
3. Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act (RUIA) will be $1,941.00, and the monthly benefit under this Plan for employees who have exhausted their sickness benefit under the RUIA will be

$3,333.00. For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar day's basis at 1/30 of the monthly benefit rate.

1. If the RUIA should be so amended as to increase daily benefit rates thereunder for days of sickness and the sum of 21.75 times the average daily benefit for Yardmasters under the RUIA as so amended plus the amount of the $1,941.00 monthly benefit should exceed $3,502.00, the amount of the monthly benefit shall be reduced to the extent that the sum of the amount of the reduced monthly benefit plus 21.75 times the average daily benefit for yardmasters under the amended RUIA will not exceed $3,502.00. The average daily benefit for Yardmasters under the RUIA as so amended' for purposes of this Paragraph 4(b) is the benefit which would be payable to a Yardmaster who had worked full time in his base year and whose monthly rate of pay at the December 31, 2009 wage level was $5,003.00."

**Section 2 -Adjustment of Plan Benefits During Agreement Term**

Effective December 31, 2014, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

**ARTICLE VI - GENERAL PROVISIONS**

1. The purpose of this Agreement is to settle the disputes growing out of the notice served upon the Organization by the Carrier on or subsequent to November 1, 2009 (including any notices outstanding as of that date), and the notices served by the Organization upon the Carrier on or subsequent to November 1, 2009 (including any notices outstanding as of that date).
2. This Agreement shall remain in effect through December 31, 2014 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
3. No party to this Agreement shall serve or progress, prior to November 1, 2014 (not to become effective before January 1, 2015), any notice or proposal.
4. This Article will not bar the Carrier and the Organization from agreeing upon any subject of mutual interest.

**FOR THE ORGANIZATION: FOR THE CARRIER:**

.General Director Labor Relations



**APPROVED:**

***.,,..-··-r-.*** .-·· ·-.

*I I.ntt,/4.Cu.*I -8

*t1PJ1,1tt-\*

Vice President TCU/IAM

**EXHIBIT A**

**Clinical Support Services** 1

***Radiology Notification Program (RNSJ*** - Under this program, a radiology notification process is required for participating (network) physicians, health care professionals, facilities and ancillary providers for certain advanced outpatient imaging procedures, prior to performance, with administrative claim denial for failure to provide notification. The program is a prior notification requirement only, not a precertification, preauthorization or medical necessity determination program, and currently applies to the following outpatient advanced imaging procedures: CT, MRI, PET and Nuclear Medicine, including Nuclear Cardiology. These services that take place in an emergency room, observation unit, urgent care center, or during an inpatient stay do not require notification.

The process may require a physician-to-physician discussion, the purpose of which is to engage the ordering physician in a discussion about the use of evidence-based clinical guidelines. However, the final decision authority rests with the ordering physician. This program is invisible to the covered member - non-compliance (i.e., non-notification) will result in an administrative denial of the claim with no balance billing to the patient.

***Centers of Excellence (COE) Resource Services*** - these services are based on the foundation that certain facilities treat patients who consistently achieve favorable clinical outcomes, as demonstrated by reduced hospital lengths of stay and readmission rates, lower infection rates, etc. Programs are typically designed around specific disease states or conditions in which COEs can be clearly identified. The following programs develop national COE networks and specialty nurse resources that provide specific case management interventions:

* Bariatric Resource Services ("BR Services") - BR Services provides a national Center of Excellence network of bariatric surgery centers and hospitals with an upfront case management component.
* Cancer Resource Services (CRS)/Cancer Support Program (CSP) - This clinical consulting with cancer specialists, combined with an extensive nationwide COE network will deliver clinical and financial value.
* Kidney Resource Services (KRS) '-- KRS provides a large network of dialysis facilities meeting strict quality outcomes with kidney nurse specialists assisting patients.

***Treatment Decision Support (TDS)*** - These services include enhanced one-to-one coaching for individuals facing potential procedures that have been carefully targeted as having varied treatment practices and inconsistent patient outcomes. TDS normally targets back pain, knee/hip replacement, benign prostate disease, prostate cancer,

benign uterine conditions, hysterectomy, breast cancer, coronary artery disease and bariatric surgery.

1 The actual program names, specific services/processes, and administration will vary by medical vendor.

Exhibit B - Drugs for Coverage Authorization and Step Therapy Rules *11*

|  |
| --- |
| Specialty Drugs |
| Gout Therapy | Uloric Krystexxa |
| Rheumatological{RA Agents) | Actemra"' Arava"' Cimzia·Enbrel® Humira®Kineret® Orencia ®Remicacte0 Rituxan ®Simponi,.,. |
| Misc Agents | Benlysta® Savella® |
| ErythroidStimulants | Ar a ne s p0 Epogen®Procrit® |
| Growth Hormones |  | Egrifta' Genotropin"'Geref® Humatrope&Increlex""IPlex"' Norditropin®Nutropin° Omnitrope® Saizen° Serostim0 Tev­ Tropin,® Zorbtiv0e Actimmune"' Alferon-N Infergen® Intron-A®Pegasys® Peg-Intron®Roferon® |
| Interferons |  |
| Interleukins | Arcalyst•' Ilaris' |
| Multiple Sclerosis Therapy | Amypra"' Avonex® Betaseron® Copaxone® Ext avi a0 Gilenya™ Novantrone® Rebif® Tysabri 0 |
| Myeloid Stimulants and Hemostatics | Leukine® Neulasta® Neumega® Neupogenw Nplate'"Promacta® |
| vaccines & Misc Immunologicals | Botox® Dysport"' Myobloc"' Xeomin® |
| Vaccines & Misc Immunologicals (Immune Globulins) | Carimune NF" Flebogamma DIF,., Gammagarct® Gammagard S-D® Gammaplex"' Gamimune-N® Gamunex® Gamunex-C® Hizentra"' Privigen"'Vivaglobin° |
| Dermatologicals - Psoriasis | Amevive® Stelara® |

|  |  |
| --- | --- |
| Cancer Therapy | Afinitor0 Avastin° Dacogen"' Erbitux®Gleevec® Halaven"' Herceptin® Istodax® Jevtana® Ne xavar 0Spr yc e l0 Sutent@Tarceva"' Tasigna® Temodar® Torisel.. Tyker0b Vectibix"' Vidaza® Votrient"' Zolinza™ Zytiga"' |
| Cancer Therapy(Misc.) | Mozobilm |
| Cancer Therapy(Misc.) | Xgeva™ |
| Misc Antineoplastic Agents | Arimidex® Aromasin®Femara@ |
| Misc Antineoplastic Agents | Re v l i mi d0 Thalomict® |
| Antivirals (Ribavirin Therapy) | Copegus® Rebetol®Ribatab® |
| HIV/AIDS Therapy | Selzentry"' |
| RSV Agents | Synagis@ |
| Parkinson's | Apokyn |
| Hormone Therapy(Misc.) | Acthar0 Gel Sensipar® |
| Misc Agents | Soliris"' |
| Misc Neurological Therapy | Nuedexta"" Xenazine® |
| Hormone Therapy(Misc.)Hormone Therapy(Misc.)Hormone Therapy(Misc.)Hormone Therapy(Misc.) | Zavesca®Vpriv·u Cer e z yme 1SamscaKuvan Somavert"' |
| Non-Narcotic Pain Relief(Hyaluronic Acid Derivatives) | Euflexxa · HyalganOrthovisc® Supar t z0 Synvisc@ |
| Lupus | Benl sta |
| Hepatitis C | Boce revir, Tela revir |
| Misc. Pulmonary Agents | Berinert® Cinryze"' Kalbitor® Xolair® |

|  |  |
| --- | --- |
| Misc. PUlmonaryAgents | Cayston° TOBI0 |
| Misc. Pulmonary Agents | Pul rno zyme0 |
| Pulmonary Arterial Hypertension | Flolan° Letairis"' Remodulin° Revatio"'Tracleer® Ventavis® Adcirca"' Tyva s o0 Veletri® |
| Non Specialty/Traditional Drugs |
| Hypnotics | Ambien"° Arnbien CRButi sol 0 chloral hydrate Dalmane® Doral®Edluar™ Halcion° Lunesta® Nembutal® Prosom® Re s t or i l0 Rozerem® Silenor®Sonata® Zolpirnist"' |
| Migraine | Alsuma Amerge Axert Frova® Imitrex® Imitrex Inj®Imi tr exNS0 Maxalt0Max al t MLT0Migranal NS® Relpax®Sumavel0 Treximet'"Zomi ® Zomi ZMT"' |
| Narcolepsy | Nuvigil® Provigil®Xyr em0 |
| Narcotic PainRelief | Abstral , Actiq"'Fentora"' Onsolis"' |
| Non-Narcotic PainRelief (Misc. ) | Cambia"' Lidoderm® Stadel NS® VimovoTM |
| Dermatologicals - Acne | Sol odyn'9 |
| Anorexiants/Weight 1oss | Adipex-Pw BontrilwDidrex® Fastin® Tenuate® Xenical® |
| Hormone Therapy (Select Androgens & Anabolic Steroids) | Androde rm® AndroGel® Axiron® Fortesta"' Str i ant0Testim Gel® , Various anabolic steroids |
| Nausea | Anzemet Cesamet Emend® Emend Trifold Pack® Kytril®Sancuso ®zofran® zofran ODT1) Zu l e n z0 |

1/ The Coverage Authorization Program consists of traditional prior authorization, smart prior authorization, step therapy and quantity/dose rules which are based on FDA-approved prescribing and safety information, clinical guidelines, and uses that are considered reasonable, safe, and effective. These rules are recommended by an outside, independent organization based on information and data specific to the Railroad membership. Each Therapeutic Drug Category has a rule(s) specific to that category.

|  |
| --- |
| **Preferred *Drug* Step Therapy 2/** |
| **Therapeutic Drug Cateaorv** | **Preferred Drugs** | Targeted Drugs |
| **Proton Pump****Inhibitors** | **Nexium, lansoprazole/ODT, omeprazole, omeprazole sodium bicarbonate,****aantoorazole** | Aciphex, Dexilant (Kapidex), **Prevacid/Susp, Prilosec Oral** Susp (brand), Protonix 40mg **Susp, Zegerid Packet** |
| **Sleep Agents/Hypnotics** | **zolpidem/ER, zaleplon** | **Edular, Lunesta, Rozerem, Silenor** |
| **Depression** | **citalopram & other****Qenerics** | **Lexapro, Luvox CR, Pexeva*****(New* users onlv)** |
| **Osteoporosis** | **Boniva, Fosamax D, alendronate** | Actonel **(w/CA)** |
| **Intranasal Steroids** | **Nasonex, flunisolide,****fluticasone** | **Beconase AO, Nasacort/AQ, Omnaris, Rhinocort/AQUA,****Veramvst** |
| **Angiotensin** II**Receptor Blockers** | **Diovan/HCT,**Micardis/HCT,**losartan/HCTZ** | Atacand/HCT,**Avapro/Avalide,**Benicar/HCT, Teveten/HCT |
| **Migraine** | MaxalUMLT, Relpax,**naratriptan, sumatriptan** | **Alsuma, Axert, Frova, Sumavel, Treximet,**Zomia/ZMT |
| **Glaucoma** | **Lumigan, Xalatan laeneric)** | **Travatan, Travatan Z** |
| **Growth Hormones (specialty drug)** | **Genotropin, Humatrope, Norditropin** | **Nutropin, Nutropin AQ, Saizen** |
| **Tumor Necrosis Factor (specialty**drug) | **Enbrel, Humira** | **Cimzia, Simponi** |

2/ Preferred Drug Step Therapy identifies users of non-preferred/non­ covered medications and communicates less expensive generic and preferred brand alternatives (when appropriate).

**APPENDIX B UNION SHOP**

1. Subject to the terms and conditions hereinafter set forth, all employees of the Company who are regularly assigned to positions of Yardmaster and covered by the rules and working conditions agreement between the parties hereto shall, as a condition of continued employment in such work, be members of the Western Railway Supervisors Association.
2. Employees referred to in Section (A) hereof shall acquire membership in the Organization within sixty (60) calendar days commencing on the date the individual is assigned to training and shall retain such membership during the time they continue to be so assigned during the period this agreement remains in effect, except as otherwise provided herein.
3. 1. Any employee who is promoted to an official, supervisory, or excepted position from the craft or class represented by the WRSAITCU on or before December 1, 1994 may elect to accumulate seniority with the craft or class represented by the WRSA. Such an employee who elects to accumulate seniority shall have until December 31, 1994 and/or written notification by the Organization to pay a fee equal to the applicable current monthly membership dues to the office of the General Secretary-Treasurer of the WRSA. Thereafter, he/she shall accumulate seniority so long as he/she pays a fee no greater than the applicable current membership dues of the WRSA. In the event the employee elects not to pay the required fees, the Secretary-Treasurer of the WRSA shall notify the designated Company officer with a copy to the employee involved. An opportunity for a hearing similar to that provided a current employee represented by the WRSA shall be provided if requested by the involved employee. If such promoted employee is found not to have complied with the provisions of this Article, he/she shall retain but cease to accumulate seniority in the craft or class represented by the WRSAITCU.

NOTE: The Company will assist the Organization in obtaining proper addresses for those that hold yardmaster seniority and are now performing service in other crafts and/or exempt positions.

EXAMPLE: Employee "K" is a Trainmaster who was formerly a Yardmaster, having been promoted to Trainmaster on May 1, 1984. Until December 1, 1994, Employee "K" has continued to accumulate Yardmaster seniority even though he has not paid dues to WRSA during the period 5/1/84 through 12/1/94. Effective 12/1/94, Employee "K" will no longer accumulate additional seniority as a Yardmaster if he does not commence paying dues to WRSA. Assume that Employee "K" declines to pay dues to WRSA. On March 18, 1997 Employee "K" returns to active service as a Yardmaster. Employee "K"'s date on the Yardmaster roster would be adjusted by reducing 2 years, 3 months and 18 days because he did not pay dues to WRSA for the period 12/1/94 through 3/18/97. For example, if Employee "K"'s original Yardmaster seniority had been March 4, 1972, the adjusted seniority date (determined by reducing 2 years, 3 months and 18 days) would become June 22, 1974.

1. Any employee who is promoted to an official, supervisory or excepted position from the craft or class represented by WRSA subsequent to the December 1, 1994 may elect to retain and accumulate seniority within the craft or class represented by WRSA so long as he/she pays a fee no greater than the applicable membership dues to the office of the General Secretary-Treasurer of WRSA. In the event such an employee fails to pay such fee, the Secretary Treasurer of WRSA shall notify the designated company officer with a copy to the employee involved. An opportunity for a hearing similar to that provided a current employee represented by WRSA will be provided. If such promoted employee is found not to have complied with the provisions of this Article, his/her seniority in the craft or class represented by WRSA shall be terminated and his/her name shall be removed from the applicable seniority roster(s).
2. Such requirements shall apply to employees who are absent from work as a result of sickness or injury, and are being paid salary maintenance benefits through Provident or other Company contribution type policies or programs. Such requirements shall not apply to employees who are absent from duty for thirty (30) days or more as a result of sickness or injury and are not being paid as stated above, who are on leave of absence for more than sixty days, who are absent in order to serve in the Armed Forces, or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five (65) on account of disability and who retain seniority until they reach the age of sixty-five (65); provided, however, that when such an employee returns to service as a regularly assigned yardmaster, the provisions of this agreement must be fully complied with on or before the first day of the month or within ten (10) days, whichever is later, after the date of their return to service as a regularly assigned yardmaster.
3. Nothing in this agreement shall require an employee to become or remain a member of the Organization if such membership is not available to such employee under 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 periodic dues, initiation fees, and assessments (not including fines and penalties) which become uniformly required as a condition of acquiring or retaining membership in the Organization.
4. Organization will keep account of all employees affected by this agreement and will independently ascertain the status of such employees under the union membership requirements of this agreement. The Company will, however, furnish to the Organization, upon request, pertinent information with respect to the employment status of individual employees.
5. 1. The Organization shall be responsible for initiating action to enforce the terms of this agreement. Pursuant thereto, the Local/District Chairman will notify, in writing, the designated Company Officer at the terminal involved of the identity of any employee whose employment on positions described in Section (A) hereof it requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request, the Company will, within ten (10) calendar days of such receipt, notify the employee concerned in writing that he/she is charged with failure to comply with the provisions of this Agreement. Copy of such notice shall be given to the Organization. Any employee so notified who disputes the charge that he/she has failed

to comply with the terms of this agreement shall, within a period of ten (10) calendar days from the date of such notice, request the Company in writing to accord him/her a hearing. Such request shall be honored by the Company and date set for hearing within ten (10) calendar days of the date of receipt of such request therefore. Copy of notice of such hearing shall be given to Local/District Chairman of the Organization. The receipt by the Manager of Field Operations of a request for a hearing shall operate to stay action on the request of the Organization for termination of employment on positions described in Section (A) hereof until the hearing is held and the decision of the Company is rendered. In the event the employee concerned fails to request a hearing as provided for herein, unless the Company and the Organization agree otherwise in writing, the Company shall proceed to terminate such employment at the end of a period of thirty

(30) calendar days from receipt of the request from the Organization.

2. The Company shall determine on the basis of evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within twenty (20) 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 agreement, unless the Company and the Organization agree otherwise in writing, his/her employment on positions of yardmaster shall be terminated within twenty

(20) calendar days of the date of said decision. If the decision of the Company is not satisfactory to the employee or to the Organization, it may be appealed directly to the highest officer of the Company designated to handle appeals. Such appeal shall be taken within twenty (20) calendar days of the date of decision appealed from, and the decision on such appeal shall be rendered within twenty (20) calendar days of the date the appeal is received, and the employee and the Organization shall be promptly advised thereof in writing. The decision by the highest officer designated to handle appeals shall be final and binding.

1. Other provisions of this agreement to the contrary notwithstanding, the Company shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The Company may not, however, retain any employee in service under the provisions of this action for a period of more than ninety (90) days in addition to time otherwise allowed under this agreement.
2. 1. All notifications, appeals or copies thereof in writing from the Local/District or General Chairman of the Organization to the Company, from the Company to the Local/District or General Chairman of the Organization or to any employee, and from an employee to the Company or Organization's General Chairman, required and contemplated by this Agreement, shall be transmitted to the appropriate party by United States certified mail, or by personal delivery evidenced by receipt.

2. The time periods specified in this agreement may be extended in individual cases by written agreement between the Company and the Organization.

1. An employee whose employment on positions of yardmaster is terminated for noncompliance with the provisions of this agreement shall be regarded as having terminated his/her employee relationship for all vacation purposes.
2. An employee whose employment is terminated on positions of yardmaster account of noncompliance with the provisions of this agreement shall not thereafter be

restored to the service on any position covered by the agreement except as a new employee, or except as provided for in Section (K) hereof.

1. If any employee is released from employment on positions of yardmaster for noncompliance with the provisions of this agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of any rights contained in the rules and working conditions agreement between the parties hereto or of seniority rights.
2. No part of this agreement shall be used in any manner whatsoever as a basis for grievance or time claim by or on behalf of any employee; no liability shall arise against the Company in favor of the Organization, the employee involved or other employees arising out of a claimed violation of any provision of this agreement; and no part of the current agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon an alleged violation of, misapplication of, or noncompliance with any part of this agreement.
3. The Organization shall indemnify and save harmless the Company from and against any and all claims for loss, liability, or damage resulting by reason of any action or omission of the Company in connection with the application of this agreement.
4. The General Chairman of the Organization shall notify the Company in writing of the title and address of its representatives who are authorized to serve and receive notices described in this agreement. The Company shall notify the General Chairman of the Organization in writing of the title and address of its representatives who are authorized to receive and serve the notices described in this Agreement.
5. Any yardmaster who is a member of a bona fide and recognized religious group, and who has scruples against joining a union, will, if he/she would otherwise be required to join the Organization under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he/she agrees to and does pay initiation fees, periodic dues and assessments to the Organization.

**AGREEMENT**

This agreement made this 12tl' day of January, 1953, by and between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, and the employes thereof represented by the Railway Labor Organization signatory hereto, through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section I.

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft of class within sixty calendar days of the date they first petform compensated service as such employes 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 petformed 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 futnre rules and working conditions agreement.

Section 2.

This agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employes who are subordinate to and report to other employes who are covered by this agreement.

However, such excepted employes are free to be members of the organization at their option.

Section 3.

* 1. Employes who retain senior under the Rules and Working Conditions Agreements governing their class of 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 (I) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness of disability, will not be required to maintain membership as provided in Section I 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 employes retnrn 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.
	2. The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in stndies 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 employes shall, upon resumption of employment, be considered as new employes for the purpose of applying this agreement.
	3. Employes 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 employes 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.

* 1. Employes 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 employes hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employe to become or to remain a member

of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "Uniformly required" if they are required of all employes in the same status at the same time in the same organizational unit.

Section 5.

1. Each employe covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations and the form shall make provision for specifying the reasons for the allegation of non-compliances. Upon receipt of such notice, the catTier will, within 10 calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given to 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 often calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the catTier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of the request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidence 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 employe concerned does not request a hearing as provided herein, the catTier 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.

1. The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe 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 employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employe 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 employe or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe 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 should 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.

1. 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 employe involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe 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 employe 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 ofreceipt of the request for his appointment and shall be final and binding upon the parties. The caITier, the employe, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expense s of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if employe's position is not sustained, such fees, salary and expenses shall be born in equal shares by the carrier, the organization and the employe.
2. The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.
3. Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this agreement.
4. 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 Chainnan 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.
5. In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date ofreceipt of notice from the organization in cases where the employe 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 bulletining 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 ofreceipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employe whose Seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft of class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe 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 employe against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement of 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 employe's employment and senior shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other

employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

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 or 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 is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the carrier acts in collusion with any employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes 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.

1. The carrier shall periodically deduct from the wages of employes 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 employe 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 first.
2. 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 terms and conditions under which such provisions shall be applied; such agreement to include, but not restricted to, the means of making said

deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the . frequency of deductions, the priority of said deductions with other deductions now or hereafter

authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on February J, 1953, and is in full and final settlement of notices served on the carrier by the organizations signatory hereto on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of those employes represented by each organization.

This agreement is subject to approval of the United States District Court, for the Eastern District of Missouri.

This agreement is shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed and St. Louis, Missouri, this 12"' day ofJanuaty, 1953.

EMPLOYE'S NATIONAL CONFERENCE COMMITTEE, SEVENTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS:

*Isl* G. E. Leighty, Chairman

RAILWAY EMPLOYE'S DEPARTMENT,

A.F. ofL.

*Isl* Michael Fox, President (signed copy on file)

GUY A. THOMPSON, TRUSTEE, MISSOURI PACIFIC RAILROAD COMPANY, DEBTOR:

*Isl* T. Short, Chief Personnel Officer

Railroad Yardmasters of America

537 SOUTH DEARBORN STREET

CHICAGO 5, ILLINOIS

February 27"', 1953

OFFICERS AND COMMITTEEMEN:

N.P. LL #1 and #35

G.T.W. LL#4 MoPLL#7 ST.L.S.F. LL#l0 D.&R.G.W. LL #23 C.B.&Q. LL #24 C.R.!. & P. LL #26

M.MS. L.LL #29 WAB. LL#36

S.A.L. LL #37 Y.&N. LL#41 SOU. LL#57

W. P. LL#62 SOOLL #72

K.C. Tm!. LL #84 ALTONLL#87

* + - 1. LL #90 MILWAUK.EE LL #92 Port Tml. LL #98

Dear Sirs and Brothers:

Doubtless you all know by this time of the Union Shop Agreements recently made with your respective companies and in most instances you have been furnished with copies of that Agreement. We enclose for your files also a printed leaflet copy of the Agreement of August 29, 1952. Some of you have had some questions raised in this connection and other questions will no doubt arise so the following is given for your information and guidance:

The primary purpose in the matter of the Union Shop is not to have men removed from service but rather to secure 100% membership and as nearly as possible 100% participation in the affairs of our Organization, which, as everybody knows, is desirable and mutually helpful. We don't think you will encounter much opposition or have any real difficulty in this connection, but in a few instances it was found that some of our people had been incorrectly informed and as a result were under the incorrect impression that if they belonged to one of other standard railroad labor organizations they did not have to belong to ours. This, of course, is not correct, since that applies only in the case of the so-called operating employes whose disputes come under the jurisdiction of the First Division of the National Railroad Adjustment Board and who are specifically referred to in Section (c) of the Union Shop Amendment to the Railway Labor Act, (Public Law 914); this paragraph (c) is reproduced on page 41 of the January­ February 1953 issue of our magazine, THE RAILROAD YARDMASTER.

Employes who have been members and are now delinquent may be admitted either upon payment of arrearages plus current quarter dues, or as new members upon payment of admission fee and current quarter dues, whichever is the cheaper. For example, one who owes one quarter dues on a property where an admission fee of $10.00 is charged may pay either $22.00, (the admission fee and current quarter dues), or ifhe desires to maintain continuity of membership he may pay $24.00, (dues for the past quarter and dues for the current quarter).

Or, one who is one quarter dues in arrears on a property where the admission fee is

$20.00 may be admitted on payment of$24.00 (the quarter past due and the current quarter).

Some will, of course, desire to maintain a record of continuous membership and some, who have reached the age of 60 years during their period of delinquency, will want to pay all arrearages in order to be eligible for the $200.00 death of disability benefit.

Please contact every Yardmaster in your respective Terminals advising all of those who are not up to date members in accordance with the above. A few membership application forms are enclosed.

You will readily see that, with membership records being kept by Grand Lodge, the facilities available, etc., the Grand Secretary-Treasurer is the logical person to serve and receive the notices described in the Union Shop Agreement; accordingly General Chairman should promptly notify the proper officer on their respective carriers as follows, sending copy to this office:

This is to inform you that, in accordance with Section 5(f) of the Union Shop Agreement effective---------- the Grand Secretary-Treasurer, Mr. W. F. Meyer, 537 S. Dearborn Street, Chicago 5, Illinios, is the representative of this Organization authorized to service and receive notices described in that Agreement,

and General Chairman will promptly forward to the Grand Secretary-Treasurer the information received from the Carriers in accordance with Section 5(f) of the Agreement.

All General Chairman should promptly request the proper officer of their respective Carriers to furnish them with names and addresses of all Yardmasters. If this list is furnished in duplicate, a copy should be sent to this office, and if you are furnished with only one copy of the list, you should sent it to this office so that we can check our records here against the list so as to bring about a complete effectuation of the Agreement.

Fraternally yours,

*Isl* M. G. Schoch President

ASR/Self Managed Agreement Effective August 15, 2017

AGREEMENT

Between

UNITED SUPERVISORS COUNCIL OF AMERICA

And

UNION PACIFIC RAILROAD COMPANY

Amended 8-15-16

In an effort to address issues of quality of life, protection of the Carrier's operations and pay simplification, the Organization and Carrier agree to the following agreement for an all-services-rendered (ASR) position and a self-managed work force. During the term of this agreement, these positions will be allowed at a number of agreed locations, subjecttothefollowingprovisions:

* + - * 1. All-Services Rendered Positions (ASRs)

The position of Yardmaster ASR will not be covered by the application of Articles 2, 3, 4, 6, 7, 8, 10 and 19 of the Consolidated Master Agreement effective July 1, 2012. This Agreement supersedes any Collective Bargaining Agreement provisions in conflict with the language of this Agreement.

The position of Yardmaster ASR will be compensated at a rate of $99,794 per year, effective January 1, 2015, to be adjusted by future negotiated wage increases or lump sum payments.

Yardmasters-In-Training (YITs) at an ASR location will be scheduled for training by management and paid at the rate of eighty-five percent (85%) of the ASR rate until such time as fully qualified.

The Yardmaster ASR salary shall compensate for all services rendered seven (7) days a week and is not subject to any overtime, holiday or other rules or provisions requiring penalty payments under the Collective Bargaining Agreements.

Yardmaster ASRs will have eighty-eight (88) hours of Personal Leave In lieu of Holidays in addition to any Personal Leave days for which they are eligible under Article 20 of the Consolidated Master Agreement effective July 1, 2012.

Each week of vacation will be the equivalent of forty (40) hours and paid at the daily rate defined in Section Ill. h. (not as 1/52). Y:,Jrdmaster ASRs will qualify for vacation pursuant to the Consolidated Master Agreement effective July 1, 2012. For purposes of this Agreement, credit for days

worked for subsequent years' .vacation will be prorated on a monthly basis for the following year.

All salaries and rates of pay addressed in this Agreement are subject to any negotiated GWI adjustments and lump sums that affect Yardmasters on the Union Pacific property.

1. Self-Managed Work Force
	1. At locations where ASR is in effect, Yardmasters will be responsible to:
		1. Ensure coverage of work 24 hours per day, 7 days per week.
		2. Set schedules for work, personal leave and rest days and provide the Local Manager with a schedule five (5) working days in advance of the first of the month.
		3. Paid time off will be reported by each location in one of two ways:
			1. By a named point of contact person who will report paid time off used for all ASR Yardmasters at the location to Timekeeping using the approved form and process.
			2. By agreement at the location that Personal Leave and Vacation will be used on a pro-rata basis each pay period.
				1. ASR locations using the pro-rata basis cannot change that election during the course of the year.
				2. ASR Yardmasters using the pro-rata basis who retire from service during the course of the year will be presumed to have used all of their Personal Leave prior to using any Vacation.
		4. ASR Yardmasters who need to take unpaid time off must report to Crew Services how many shifts they will miss if their time off will require the use of an unassigned Yardmaster or an ASR Yardmaster paid in accordance with Section Ill h.
		5. No paid time off will be allowed to be carried over into the following year, except for Sick Leave pursuant to Article 16 of the Consolidated Master Agreement.
		6. Ensure compliance with GCOR testing requirements.

Ill. Unavailable Yardmasters and Filling Vacancies

1. ASR Yardmasters may be required to participate in meetings scheduled by their Superintendent. Such meetings will be for a minimum of three (3) hours each and the first twelve (12) hours per year will be without additional compensation. For every hour over twelve (12) per year, they will receive compensation at the straight-time rate of pay, per hour, not subject to any overtime or penalty rules.
2. ASR Yardmasters may be required to participate in training up to four days

per year per employee, as scheduled by management, without additional compensation.

* 1. If the number of training days so assigned exceeds four (4) days per

employee per year which renders him/her unavailable to cover his or her work, he or she will receive no additional compensation, but the senior unassigned Yardmaster or ASR Yardmaster who accepts the additional shifts of work will be compensated per paragraph h, below. If the training day (exceeding the four (4) days) falls on the ASR Yardmaster 's scheduled rest day, he or she will be compensated at the straight-time rate of pay, per hour, over and above the ASR salary, not subject to any overtime or penalty rules, for a minimum of four hours.

* 1. The four (4) days of training will be inclusive of any time required for

travel if the training is held on continuous days and at a location away from the yardmaster's home terminal. It is understood that this may mean that employees will train and travel on the same day.

1. In the event an ASR Yardmaster, during their scheduled work day, is called as a witness for the Company at an investigation, hearing or deposition, he or she will receive no additional compensation, but the ASR Yardmaster who covers his or her assigned shift will receive compensation under Section h of this Article Ill. In the event an ASR Yardmaster, during their scheduled rest day, is called as a witness for the Company at an investigation, hearing or deposition, he or she will be compensated at the straight time rate of pay, per hour, over and above the ASR salary, not subject to any overtime or penalty rules, for a minimum of four hours.
2. Payment under the provisions of Section 111, a, b and c is done through the Yardmaster submitting a non-service claim to timekeeping requesting the appropriate compensation and giving the dates and times of the meeting, training orwitness participation.
3. Situations of prolonged leave of absence of an incumbent in an ASR position will be handled by temporary assignment of the senior unassigned Yardmaster or coverage by the assigned ASR Yardmasters at that location per paragraph h below.
4. It is the intent of the parties to have an adequate number of unassigned

Yardmasters at each location where this Agreement is in effect.

1. In the event that a Yardmaster is displaced from or voluntarily leaves an ASR position, vacation and personal leave taken as reported per Section

II.a. will be deducted.

1. Yardmaster ASRs who require time off in addition to paid time off will have their salary reduced and the unassigned Yardmaster or ASR Yardmaster filling the vacancy will be compensated asfollows:

$383.83 for an eight (8) hour shift

$479.78 for a ten (10) hour shift

$575.74 for a twelve (12) hour shift

1. It is agreed and understood that Yardmasters working under the provisions of the ASR Agreement are responsible to cover emergency absences (such as illness, family emergencies). It is also agreed that when an ASR Yardmaster's continued absence due to such emergency absences and associated time off interferes with the work schedule, the Carrier will either bring up an unassigned Yardmaster or compensate an ASR Yardmaster who accepts the additional shifts of work, according to the rates in Section Ill h,above.
2. In the event an ASR Yardmaster has a death in his or her family, which qualifies for Bereavement Leave under Article 14 of the Consolidated Master Agreement effective July 1, 2012, the Carrier will either bring up an unassigned Yardmaster or compensate an ASR Yardmaster who accepts the additional shifts of work in accordance with Section Ill h. In this instance, the grieving Yardmaster 's pay will not be reduced for bereavement leave as provided for in Article 14. However, when an ASR Yardmaster 's continued absence due to bereavement leave and associated time off interferes with the work schedule, the Carrier will either bring up an unassigned Yardmaster or compensate an ASR Yardmaster who accepts the additional shifts of work in accordance with Section Ill h, above, and the grieving Yardmaster's pay will be reduced accordingly.

**NOTE:** Bereavement Leave as set forth in Article 14 shall not exceed a total of twenty-four (24) hours compensation (i.e., 3-8 hour or 2-12-hour days).

1. In the event of a permanent vacancy, positions at ASR locations will be filled in accordance with the provisions of the Consolidated Master Agreement.
2. Implementation
	1. The Organization and Carrier may agree to establish an incentive program to reward superior performance.
	2. In the event that the ASRs at a location are unable to meet the requirements of Section II I, the Carrier may cancel this Agreement at that location; or system-wide, at its prerogative, upon a five (5) day written notice, to be effective at the start of the subsequent payroll half.
	3. In the event that this Agreement operationally hinders the Carrier or Organization, the Carrier or Organization may cancel this Agreement system­ wide, upon thirty (30) day written notice, to be effective at the start of the subsequent payroll half.
	4. Reversion to previous terms and conditions of work due to sections b or c above includes:
		1. Return to applicable pay per the Master Consolidated Agreement; including entry rate provisions.
		2. Vacation scheduling to be reviewed and may require rescheduling.
		3. Vacation and personal leave taken as reported in Sections II.a.iii.

will bededucted.

* + 1. Cessation of any incentive program implemented pursuant to Section IV.a.

Both parties acknowledge that this Agreement is made in good faith and will not be referred to nor cited in any future claims, grievances, arbitration or negotiations (local or national).

Agreed on this 17th day of July, to be effective August 15, 2016.

For the USCA: For theCarrier:

., j *..f* . *!*

General Chairman, USCA General Director Labor Relations

eneral Chairman, USCA

During the course of this agreement, any employee who moves into a Yardmaster position in a ASR location will assume the work conditions under the terms of the ASR Agreement. An employee displaced out of a Yardmaster position at an ASR location will be handled in accordance with Section Ill g.



 ::, ' -- *,.:,:::;,* ',

General Chairman, USCA



August 15, 2016

Mr. Brian O'Reilly General Chairman USCA

P.O. Box 902709 Sandy, UT 84090-2709

Mr. Mike Fox

General Chairman, USCA 601 South Union Avenue North Platte, NE 69101-5203

Gentlemen:

This letter is in reference to the ASR Agreement effective July 1, 2012. It is agreed between the parties that, effective for the remainder of calendar year 2016, the Carrier may maintain a part­ time ASR position, subject to the following provisions (which may modify the provisions of the July 1, 2012 Agreement):

1. The purpose of the part-time ASR position is for such project work as the Superintendent and/or Director of Transportation Services assigns and requires. The position is not to be utilized to fill vacant shifts performing scope-covered yardmaster duties.
2. The parties recognize the project work performed pursuant to this Letter Agreement clearly is not within the scope of any prior Agreement with the USCA and is non-agreement work. The Carrier reserves its rights to return this work to non-agreement employees at any time. Furthermore, such work cannot be used as a basis for a claim on behalf of any employee.
3. The monthly rate of pay shall be $5779.28.
4. The monthly rate of pay encompasses 120 hours of work (or paid time off) for the Carrier per month; however, the schedule of such work will be determined by the Superintendent and/or Director of Transportation Services atthelocation.
5. Part-time ASR positions will be posted at the discretion of management and filled on the basis of qualifications and fitness, management to be the judge. An employee appointed to a part-time ASR position may be released from such assignment at the discretion of management.
6. The part-time ASR position is in addition to any ASR jobs that are protecting yardmaster

service; should the location be covered undertheASR Agreement.

1. Part-time ASR Yardmasters who need to take unpaid time off must report to Crew Support and timekeeping how many shifts they will miss for adjustment to their monthly rate.
2. At this time, only one such position is agreed to be posted, located at Roper Yard in Salt Lake City, Utah. Any additional positions will require agreement between the Organization and Carrier.

Please indicate your agreement of this understanding by signing below.

Sincerely,

General Chairman USC,¾-

