

COLLECTIVE AGREEMENT

between the

Delaware & Hudson Railway Company, Inc.

and the

UNITED TRANSPORTATION UNION (Yardmasters Department)

on behalf of the

Yardmasters

**employed on the Delaware and Hudson
Seniority Rosters
on the Proprietary and Acquired Lines**

**Revised as of April 15, 2007, and replaces the Collective Agreements dated July 12, 1990,
December 17, 1991 and June 26, 2002.**

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PREAMBLE

The right to make and interpret contracts, rules, rates and working agreements for Yardmasters shall be vested in the regularly constituted representatives of the United Transportation Union (Yardmasters Department).

This Agreement was designed to recognize the transportation and financial realities of the Delaware and Hudson Railway Company, Inc., as a regional railroad in the US Northeast corridor.

The parties acknowledge that the viability of the D&H depends on its ability to provide safe, efficient, consistent, and competitive service to its customers. D&H recognizes that the Yardmasters are an integral element in the success of this enterprise.

This Agreement incorporates features which reinforce the distinctive needs of D&H and its Yardmasters. D&H and UTU-Y believe this Agreement provides the framework within which the business and its employees can be successful.

ARTICLE 1
DEFINITIONS

The term "Yardmaster" as herein used shall include Yardmasters, Assistant Yardmasters, Relief Yardmasters and Extra Yardmasters.

ARTICLE 2
YARDMASTERS' CLASSIFICATION

When Yardmasters are needed, they will be selected and appointed by the Carrier. Eligibility for Yardmasters' positions will not be confined to employees or any specific class of employees of the Carrier. The Yardmaster who is last appointed will be placed at the bottom of the roster. Should it develop after reasonable trial that the appointee is not qualified, he may exercise any rights he may have accumulated in some other class, provided this is permissible under the Agreement with the Union holding contract rights with the Carrier covering the particular class.

ARTICLE 3
BASIC DAY and OVERTIME

- 3.1 Eight (8) consecutive hours shall constitute a day's work; except where meal period is taken eight (8) hours within a spread of nine (9) hours shall constitute a day's work.
- 3.2 In any yard where three consecutive shifts are employed to provide 24 hours per day supervision, no meal period will be required.
- 3.3 Time worked in excess of eight (8) hours shall be paid for as overtime on a minute basis at time and one-half. Time consumed making transfers shall not be considered as overtime.

Note: See Appendix 7 relative to transfer time.

ARTICLE 4
REST DAYS

- 4.1 Two regular rest days each week, designated by the Carrier, shall be assigned to each position. Consistent with requirements of the service, due regard shall be given to the preference of the regular Yardmasters, in seniority order, in fixing the rest days for their positions.

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

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

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

- 4.3 Where work is required to be performed by the Carrier on the rest day of an assignment or on a day which is not part of any assignment, it will be performed by the senior available extra or furloughed Yardmaster who would otherwise not have forty hours of work that week. In other instances it will be performed by the incumbent or in seniority order other available Yardmaster on his rest day.

- 4.4 Where relief assignments regularly consist of five (5) day per week relief Yardmaster positions will be established and filled in accordance with Article 8.3.

Where relief assignments regularly consist of four (4) days work per week, Relief Yardmaster positions providing for four (4) days work per week, may, by agreement with the General Chairman, be established and filled in accordance with Article 8.3. Employees assigned to such positions will have preference over extra men for available extra work covered by this agreement to the extent of one day per work week.

- 4.5 A regularly assigned Yardmaster transferring from one regular position to another regular position will assume, the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position.

Example: A Yardmaster transfers from position having Wednesday and Thursday as rest

days to position having Saturday and Sunday as rest days. First day worked on position to which transferred was Monday. He will be paid on straight time basis from Friday of preceding week to and including Friday of current week.

- 4.6 Nothing in this agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned Yardmaster where the work can be absorbed by other Yardmasters then on duty.
- 4.7 The days off of extra or unassigned Yardmasters need not be consecutive.
- 4.8 Any tour of duty worked by an extra or unassigned Yardmaster in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this agreement.
- 4.9 All existing guarantees shall be reduced to a basis of five days per week. Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.
- 4.10 Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees in the same seniority district.

ARTICLE 5
STARTING TIME

- 5.1 When three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:00 a.m. and 8:00 a.m.; the second 2:00 p.m. and 4:00 p.m.; and the third 10:00 p.m. and 12:00 midnight.
- 5.2 Where two shifts are worked in continuous service, the first shift may be started during anyone of the periods named in Article 5.1
- 5.3 Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:00 a.m. and 10:00 a.m. and the second not later than 10:00 p.m.
- 5.4 Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Article 5.1 or 5.3.
- 5.5 At points where only one Yardmaster is employed, he may be started at any time.
- 5.6 Except for meal period, Yardmasters will not be required to suspend work during regular hours, to reduce or absorb overtime.

ARTICLE 6
RATES OF PAY

- 6.1 Rates of pay for additional positions which may be created will be in conformity with the established rates for positions of same grade and like responsibility.
- 6.2 Basic rates of pay for Yardmasters shall be as follows:

-----HOURLY RATES OF PAY EFFECTIVE -----

1-1-05	1-1-06	1-1-07	1-1-08
25.16	25.66	26.17	26.69

Note: The 2% GWI effective January 1, 2005 will be deferred until December 31, 2005, to pay for Health and Welfare cost sharing contributions owed by the employees for the period between January 1, 2004 and December 31, 2004.

- 6.3 Relief and Extra Yardmasters who fill vacancies will receive the basic rate of the position they fill.

ARTICLE 7
DEADHEADING AND TRANSPORTATION

- 7.1 When a regular Yardmaster is required to fill a vacancy at other than his home terminal, or an extra Yardmaster is required to cover a position not protected by the extra board to which he is assigned, actual time deadheading to and from the assignment at pro rata rate will be allowed.
- 7.2 It is mutually agreed that the following shall apply in connection with providing transportation to Yardmasters holding regular relief positions, except where the positions constituting a relief assignment are confined to one city or terminal area (Capital District and Wilkes-Barre - Hudson District):
- (a) The carrier shall designate one of the offices included in the relief assignment as the home terminal of such assignment for transportation purposes.
 - (b) The carrier shall either provide transportation without charge or reimburse the employee for transportation cost between the home terminal and the locations of the other positions included in the relief assignment on such days as the employee performs service on such positions. "Transportation" means travel by train, bus, or private automobile, and "transportation cost" means established bus fare or automobile mileage allowance established by the carrier where automobile is used.

ARTICLE 8
SENIORITY

8.1 Except as otherwise agreed to between the Carrier and the General Chairman, seniority as Yardmaster shall date from the first day service is performed on a position under this Agreement, provided the employee is not disqualified by the Carrier prior to performing ninety (90) actual days of Yardmaster service.

8.2 Assignments to vacancies and new positions shall be based on fitness, ability and seniority. The Carrier will determine such qualifications after a thirty (30) day trial.

Yardmasters who are disqualified will be allowed to displace junior Yardmasters on their seniority district.

8.3 New positions and vacancies, permanent or temporary, will be advertised within a period of five (5) days after being established or becoming vacant, for a period of ten (10) days on the seniority district. Senior Yardmasters who make application for same will be assigned providing they possess the requisite qualifications and will be given thirty (30) days to qualify. Vacancies of less than thirty (30) days will not be advertised. Known vacancies of sixty (60) days or more will be advertised as permanent.

Applications to be made in duplicate, the original to the issuing officer with a copy to the Local Chairman. Copies of all bulletins and assignments will be sent to the Local Chairman.

8.4 When a regular or unassigned Yardmaster makes application for and is given a temporary position, he may make application for any permanent position that may be advertised during the time he remains on such temporary position.

If no permanent position is taken by him during this time, he will revert back to his regular position when the regular man returns or the position is advertised as permanent and filled by the man who bids it in.

8.5 Nothing in this article shall prevent any Yardmaster who bids in a permanent position from taking same when assignment is made.

8.6 When more than one vacancy occurs, Yardmasters will have a right to bid on all such vacancies, stating preference.

- 8.7 Vacancies shall be filled by Extra Yardmasters for the first three (3) days working first-in, first-out, except that an Extra Yardmaster covering a vacant position shall hold same until the regular incumbent returns to the position, or until it is advertised and filled, or until a regularly assigned Yardmaster in the same location is assigned to the position after the expiration of the first three (3) days.

Regularly assigned Yardmasters in the location where the vacancy occurs desiring to fill the vacancy must make written application for same during the first three (3) days and shall hold it until the regular man returns or until the position is advertised and filled. However, when it is known in advance that a vacancy - e.g. vacations, personal injury, vacant positions - will exist for more than three (3) days such vacancy may be filled as of the first day by the senior regularly assigned Yardmaster at that location as provided for in this paragraph.

If an Extra Yardmaster stands first-out for a vacancy on a position for which he is not qualified, he shall be taken off the extra board and not marked back on until the Extra Yardmaster who filled the vacancy returns to the extra board, except in case of emergency.

- 8.8 Yardmasters having established seniority as such must thereafter protect all Yardmaster service available to them; either regular assignment or extra work, or forfeit such seniority. However, a Yardmaster not working as such will not be required to relocate in order to hold work if a junior employee at the other location can fill the position or vacancy.

- 8.9 Seniority will be system in scope with prior rights. Seniority rosters as established on the effective date of this agreement will remain in effect. All Yardmasters will be placed in seniority order on the prior rights roster with the location of their prior rights division identified.

Employees acquiring Yardmaster seniority after the effective date of this Agreement will not have prior rights but will be identified on the roster as System Yardmasters with rights on all divisions.

The prior rights territories are as follows:

Division 1: Pennsylvania

Division 2: Binghamton - Buffalo - Mohawk - Mechanicville

Division 3: Capital District, Saratoga/Ft. Edward, Rouses Point

- 8.10 A Yardmaster absent by permission or on account of sickness, on returning to duty will have the right to displace any junior Yardmaster from a position if such position has been bid in during his absence, and have all the rights he would have had, had he been on duty.
- 8.11 Yardmasters now holding or who may be promoted to official or supervisory positions with the Carrier or official positions within the union, will retain and accumulate any seniority, provided they report for duty within sixty (60) days from the termination of their connection with such positions. A promoted Yardmaster reverting to the bargaining unit must revert to the position from which promoted unless abolished or held by a senior employee. In such instance the employee may exercise his seniority to displace a junior employee.

Effective October 1, 2002, Yardmasters accepting promotion to official or supervisory positions with the Carrier will retain and accumulate seniority provided they remit the required Maintenance of Membership Fee and report for duty within sixty (60) days from the termination of their connection with such position. Failure to timely remit will result in the forfeiture of Yardmaster seniority. A promoted Yardmaster reverting to the bargaining unit must revert to the position from which promoted unless abolished or held by a senior Yardmaster. In such instances, the Yardmaster may displace a junior Yardmaster.

Note: See Appendix 8, Letters of Understanding, Yardmaster Supplemental Displacement Agreement, dated November 18, 1998.

ARTICLE 9
CHANGE IN POSITIONS

- 9.1 In the event a position is abolished or its starting time is changed by two hours or more, the incumbent of such position may exercise his seniority and displace any Yardmaster his junior in service on the seniority territory. Yardmasters displaced by such exercise of seniority may likewise displace their juniors. If a Yardmaster so displaced is unable to displace another Yardmaster, he may exercise any rights he may have accumulated in some other class provided this is permissible under the Agreement with the Union holding contract rights with the Carrier covering the particular class.
- 9.2 Yardmasters displacing under this clause must make their choice within ten (10) days.

ARTICLE 10
EXTRA LISTS

- 10.1 Yardmasters who have no regular assignment as such will be assigned to the extra list. Extra Yardmasters may or may not accept service in other classifications in which they may hold rights when they are not required for service as Yardmasters, except that if they are needed in the other class due to shortage of employees, they will respond when called.
- 10.2 A Yardmaster standing first out on the extra list must make him or herself available for a vacancy on the calendar day such vacancy occurs, unless the need of the Carrier dictates otherwise and there is another Yardmaster available to cover the known vacancy. (Example: If an extra Yardmaster assigned to a clerical position or clerical extra board stands first out on the Yardmaster extra list for a known vacancy, and by filling that vacancy, it would create a situation where there was no Clerk available to cover a clerical position, the Carrier may utilize that extra yardmaster on the clerical position provided there is another Yardmaster available to cover the position at the pro rata rate.) The intent and purpose of this clause is to fill Yardmaster vacancies without the Carrier paying additional money at the overtime rate and to insure that the Carrier will not be short of personnel to fill clerical or transportation positions.
- 10.3 Guaranteed Extra Board Provision
- A. The Carrier will determine the location and size of the Guaranteed Extra Board (GEB). It is understood that the Carrier is not required to fill the Guaranteed Extra Board position. The Carrier and the Organization will meet each June and December, more often if required, to project the amount of known vacancies for the following months, based on the number of vacation and personal day vacancies.
- B. GEB Yardmasters will have a weekly guarantee equal to 85% of the current hourly wage times 40 hours for each work week that he/she is available the entire work week on the Yardmaster's GEB. The GEB work week shall be from 0001 hours on Wednesday to 2400 hours on the following Tuesday. Such employee must be available for call two (2) hours before and two (2) hours after the on duty time for each shift, except Kenwood which will be three (3) hours before and three (3) hours after the on duty time of each shift.
- C. The weekly guarantee will be reduced by the amount of all compensation earned, during the claimed week. This includes pay for time worked and pay for time not worked.
- D. The weekly guarantee will be reduced by the amount of compensation the employee would have earned, for each day the employee lays off for any reason or does not work or train due to the employee's failure to respond when work or training is offered. The weekly guarantee will be reduced by eight (8) hours pay at the Yardmaster's rate for each twenty-four hour period that the employee is not fully available for duty.

- E. An employee who may be eligible to receive any portion of the weekly guarantee must provide, on the Carrier's form, the amount of compensation received for the applicable calendar week, compensation lost account of not being available for the applicable week and reason why and amount due. This information must be provided to the designated Carrier Officer within thirty (30) days following the end of the week on which the claim is based.
- F. If a Extra Board Employee misses a call, he will be moved to the bottom of the Extra Board. Calls will be made sufficiently in advance so that the employee can get to the assigned location on time. If an employee is not called for a position account of his not being qualified, said employee will not lose his standing on the Board.
- G. Employees who placed on or who are displaced from the Guaranteed Extra Board position during the workweek and thus do not occupy such assignment the entire seven-day period, Wednesday to Tuesday, will be guaranteed payment of 85% of the eight (8) hour daily Yardmaster rate, pursuant to C and D above, for each complete calendar day actually assigned to the Extra Board minus two (2).
- H. It is understood that a Yardmaster displacing to a GEB , displaces the junior Yardmaster assigned thereto.
- I. It is understood that Yardmasters assigned or bidding to a GEB position must qualify on all positions in the advertisement within one hundred twenty (120) calendar days or forfeit all rights to this Agreement. The time limits of this section may be extended by mutual agreement of the General Chairman and the Carrier.
- J. Positions of the GEB are considered regular assigned Yardmaster positions, as they relate to this GEB Agreement, and employees holding such GEB positions may claim a "Hold Down" under the provisions of Article 8-Hold Downs. The GEB position is not subject to hold downs.
- K. GEB Yardmasters may be used to train on Yardmaster positions and assist Yardmasters in the territory of supervision assigned to their Extra Board, or assist Managers in the performance of their duties, when not otherwise needed to fill a Yardmaster vacancy.
- L. Incumbents of Extra Board positions will have preferential rights over Furloughed employees to short vacancies, training or assisting other employees or any other extra work in the craft within their assigned territory, and will be notified or called to on a rotating basis, first in, first out. Extra Board employees, after completing their assignment, will return to the Extra Board to which assigned.
- M. Extra Board forces may be augmented by the use of furloughed employees.

- N. Vacancies at locations with GEB coverage will be filled in the following order:
- a. Qualified GEB Yardmasters from the rotating board at the straight time rate or extra Yardmaster where no GEB exists.
 - b. Qualified furloughed extra Yardmaster at the straight time rate.
 - c. Positions not filled in accordance with “a” and “b” of this paragraph will be filled at the overtime rate in accordance with Article 4.3 – Rest Days.
- O. In the event of any inconsistencies between this Extra Board Agreement and any provisions of the Collective Bargaining Agreement between the parties dated April 15, 2007, this Extra Board Agreement shall prevail.

ARTICLE 11
ATTENDING COURT AND HEARINGS

- 11.1 Yardmasters attending court or coroner's inquest as witnesses or engaged in any other work assigned to them by the Carrier will receive compensation for loss of wages together with necessary expenses while so engaged. Witness fees and other allowances will be turned over to the Carrier.
- 11.2 (a) Regularly assigned Yardmasters required to attend hearings, and Extra Yardmasters required to attend hearings in the capacity of Yardmasters, starting two (2) hours or less prior to the reporting time of their assignments, or less than two (2) hours after the completion of their assignments shall be paid on a continuous time basis.
- (b) If required to attend a hearing at other than the times mentioned in paragraph (a) hereof, and without losing time thereby on their assignments or extra boards, they shall be compensated for the time spent attending the hearing a minimum of four (4) hours for four (4) hours or less and for over four (4) hours actual time with a minimum of eight (8) hours. Compensation under this paragraph shall be based on rate of assignment for regular employees and rate of last assignment covered for extra employees.
- (c) If attendance at a hearing necessitates losing time on their assignments or extra boards, they shall be paid for the time so lost in lieu of the payment provided in paragraphs (a) or (b) of this section.
- (d) Yardmasters found guilty of the offence involved shall not be paid under this section.

NOTE: In this rule the words "assignment" or "assignments" mean "Yardmaster" assignment or assignments and "extra boards" means extra "Yardmaster" boards.

ARTICLE 12
LEAVE OF ABSENCE

- 12.1 Leave of absence will be taken at home terminal.
- 12.2 A Yardmaster shall be allowed up to 30 days off duty upon receipt of permission from the designated Company Officer. Yardmasters must request written leave of absence when they are to be off duty for more than 30 consecutive days.
- 12.3 A written leave of absence without impairment of seniority shall be granted upon request to a Yardmaster for the following reasons:
- (a) To accept an official position with the Corporation or related national railroad agencies.
 - (b) To perform Union committee work or to accept full-time Union position.
 - (c) To accept an elective or appointive public office for which a competitive examination is not required.
- 12.4 A Yardmaster granted a leave of absence in accordance with paragraph 12.3(a) or (b) shall be granted that leave of absence for the duration of the assignment.
- 12.5 Upon request, a Yardmaster shall be granted a written leave of absence to perform military service in accordance with current applicable re-employment statutes.
- 12.6 A request for a leave of absence shall be considered only when the requirements of the service permit. If a request for a leave of absence is denied, the General Chairman shall, upon request, be advised the reason for denial.
- 12.7 A request for a leave of absence or for an extension must be made in writing to the designated officer of the Company, with a copy to the General Chairman.
- 12.8 No leave of absence or extension thereof shall exceed one year.
- 12.9 A Yardmaster who fails to report for duty within 15 days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so shall have his seniority terminated and record closed. A Yardmaster whose seniority has been terminated may, through his General Chairman, appeal such termination to the designated Company officer within 30 days of the notice of termination.

- 12.10 A Yardmaster granted a leave of absence under paragraph 12.3 (a) and (b) shall be required to return to duty in the craft within 60 days after being relieved of his assignment, or he shall be subject to conditions set forth in paragraph 12.9.
- 12.11 A Yardmaster who absents himself without a written authorized leave of absence as provided in this rule shall have his seniority terminated.
- 12.12 A leave of absence is not required when a Yardmaster is unable to perform service for the Corporation due to a bona fide sickness or injury.
- 12.13 A Yardmaster absent in accordance with paragraph 12.2 who engages in other employment shall forfeit all of his seniority under this Agreement.

ARTICLE 13
DISCIPLINE AND INVESTIGATION

- 13.1 Except as provided in Article 13.3, no Yardmaster will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Carrier officer.
- 13.2 (a) Except when a serious act or occurrence is involved, a Yardmaster will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined as: Rule "G", Insubordination, Extreme Negligence, Dishonesty.
- (b) If a Yardmaster is held out of service before a formal investigation for other than a serious act or occurrence, he will be paid what he would have earned on his assignment had he not been held out of service beginning with the day he is taken out of service and ending with the date the decision is rendered or he is returned to service, excluding the day of the formal investigation, whether or not he is disciplined. Holding a Yardmaster out of service before a formal investigation or paying him for being out of service for less than a serious act or occurrence is not prejudging him.
- 13.3 Formal investigations, except those involving a serious act or occurrence, may be dispensed with should the Yardmasters involved and/or the Local Chairman and an authorized officer of the Carrier, through informal handling, be able to resolve the matter to their mutual interests. Request for informal handling must be made at least 24 hours before a formal investigation is scheduled to begin. No formal transcript, statement or recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal investigation will be required. A written notice of the discipline assessed and the reason therefore will be issued to the Yardmasters responsible, with a copy to the Local Chairman, if he participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.
- 13.4 (a) A Yardmaster directed to attend a formal investigation to determine his responsibility, if any, in connection with an act or occurrence will be notified in writing within 10 days from the date of the act or occurrence or in cases involving dishonesty, criminal offences, or letters of complaint, within 10 days from the date the designated Carrier officer becomes aware of such act or occurrence. The notice will contain:

- i) The time, date and location where the formal investigation will be held.
- ii) The date, approximate time and the location of the act or occurrence.
- iii) A description of the act or occurrence which is the subject of the investigation.
- iv) A statement that he may be represented by his duly accredited representative of the United Transportation Union.
- v) The identity of the witnesses directed by the Carrier to attend.
- (b) When a letter of complaint against a Yardmaster is the basis for requiring him to attend the formal investigation, the Yardmaster will be furnished a copy of the written complaint together with the written notice for him to attend the investigation.
- (c) The investigation on any matter must be scheduled to begin within 10 days from the date the notice of the investigation is mailed to the Yardmaster.
- (d) A Yardmaster who may be subject to discipline will have the right to have present desired witnesses who have knowledge of the act or occurrence, to present testimony, and the Carrier will order employee witnesses to be in attendance.
- (e) The time limit is subject to the availability of the principal(s) involved and witness(es) to attend the formal investigation and may, by written notice to the Yardmaster involved, be extended by the equivalent amount of time the principal(s) involved or necessary witnesses are off duty due to sickness, temporary disability, discipline, leave of absence or vacation.
- (f) When a Yardmaster is being held out of service for a serious act or occurrence pending the investigation and other principal(s) or witness(es) are not available for the reasons cited, he may request commencement of the investigation. If either the Yardmaster or the Carrier officer is of the opinion that the testimony of the unavailable principal(s) or witness(es) is necessary for the final determination of the facts and discipline has been assessed against the Yardmaster as a result of the investigation, such discipline will be reviewed when the testimony of the missing principal(s) or witness(es) is available.

- (g) When a formal investigation is not scheduled to begin within the time limit as set forth in this rule, no discipline will be assessed against the Yardmaster.
 - (h) A Yardmaster who may be subject to discipline and his representative will have the right to be present during the entire investigation. Witnesses appearing at the request of the Carrier at a formal investigation will be called upon prior to the Yardmaster subject to discipline and those witnesses testifying on his behalf. Witnesses may be examined separately but those whose testimony conflicts will be brought together.
- 13.5 When a Yardmaster is assessed discipline, a true copy of the investigation record will be given to the Yardmaster and to his duly accredited representative.
(See Appendix 8)
- 13.6 If discipline is to be imposed following a formal investigation, the Yardmaster to be disciplined will be given a written notice of the decision within 21 days of the date the formal investigation is completed.
- 13.7 When a Yardmaster or his duly accredited representative considers the discipline imposed unjust, a grievance may be instituted in accordance with the provisions of Article 14 of the Collective Agreement. Such a grievance will be initiated in accordance with Clause 14.1, except that in appealing cases involving the discipline of dismissal, the General Chairman may expedite the provision contained in Article 14. In such circumstances, the General Chairman must, within 60 days from the date the decision was rendered, make an appeal in writing to the highest appeals officer of the Carrier.

ARTICLE 14
GRIEVANCE PROCEDURE

- 14.1 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) 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) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reason for such disallowance. If not so notified, the claim or grievance 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.

Note: The Carrier denial must state a specific reason or reasons for denial and state the Article on which denial is based.

- 14.2 If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or an appeal, up to and including the highest officer of the Carrier designated for that purpose.
- 14.3 The requirements outlined in paragraphs 14.1 and 14.2 pertaining to appeal by the employee and the decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest Carrier officer to handle such disputes.
- 14.4 Appeals to the designated Carrier officers will be handled as follows:
- Article 14.1 Initial Grievance - Employee or Local Chairman to Designated Carrier Officer
- Article 14.2 General Chairman to Highest Designated Carrier Officer
- 14.5 All claims or grievances involved in a decision by the highest designated officer of the Carrier shall be barred unless within six (6) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized

representative before the appropriate division of the National Railroad Adjustment Board, Public Law Board, or a system, group or regional Special Board of Adjustment, that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act, as amended. It is understood, however, that the parties may by agreement, in any particular case extend the six (6) months' period herein referred to.

- 14.6 A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant(s) involved thereby shall, under this Article be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- 14.7 This rule recognizes the right of representatives of the Union to file or prosecute claims and grievances for and on behalf of the employees they represent.
- 14.8 This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within six (6) months of the date of the decision of the highest designated carrier officer.
- 14.9 This rule shall not apply to requests for leniency.
- 14.10 The Carrier will not discriminate against employees who, as Committeemen, from time to time represent other employees and will grant them time off or leave of absence when requested in performance of their duty to represent other employees and members of their Union.

ARTICLE 15
ANNUAL VACATIONS

- 15.1 An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth herein, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred ten (110) days during the preceding calendar year.
- 15.2 An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth herein, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has eight or more years of continuous service with the employing Carrier.
- 15.3 An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth herein, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has seventeen or more years of continuous service with the employing Carrier.
- 15.4 An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth herein, to each Yardmaster who rendered compensated service as Yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five or more years of continuous service with the employing Carrier.
- 15.5 Calendar days in each current qualifying year on which a Yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a Yardmaster with less than three years of continuous service with the employing Carrier, a maximum of 20 such days for a Yardmaster with three, but less than fifteen years of continuous service with the employing Carrier and 30 such days for a Yardmaster with fifteen or more years of continuous service with the employing Carrier, provided that no calendar day on which a Yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Article 15.5. The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.

- 15.6 In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.
- 15.7 In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under the provisions of this Article.
- 15.8 In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under the provisions of this Article.

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

- 15.9 Local officers of the Carrier and local committees of the Union will co-operate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the Yardmasters in seniority order.
- 15.10 (a) When vacations are afforded
- i) A Yardmaster having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.

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

(b) When vacations are not afforded

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

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

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

15.11 A Yardmaster who performs service as Yardmaster on any day of his assigned Yardmaster vacation period will be paid for such service at time and one-half rather than straight time in addition to vacation pay provided in this Article.

15.12 Vacations, or allowance therefore, under two or more schedules held by different Unions on the same Carrier shall not be applied to create a vacation, or allowance therefore, of more than the maximum number of days provided for in either of such schedules.

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

- 15.14 Vacations shall not be accumulated or carried over from one vacation year to another.
- 15.15 Past service with the D&H Railway, in addition to service with the acquired lines, will be recognized as service for the purposes of vacation entitlement in accordance with this Article.
- 15.16 Yardmasters who fail to render sufficient compensated service in a qualifying year to qualify for vacation under this Agreement, the Carriers' Operating Employees Agreement, or under the Carriers' Agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

Should the applicable Agreement provisions under which vacation is granted provide for annual vacation payments calculated using compensation earned in a qualifying period, all compensation paid to the employee by the Carrier in the qualifying period in such other craft or class, shall be included in the vacation compensation due in accordance with the applicable agreement provisions under which the vacation is granted.

- 15.17 Effective April 21, 1998, employees may liquidate vacation in one day increments up to a minimum of five (5) days per calendar year as follows. Single day vacations taken in 1998 prior to the effective date of this Agreement will not be counted against the minimum of five (5) days for the 1998 vacation year.
- a. Employees will bid vacations as outlined in the collective agreement, designating one week, if desired, to draw single days from.
 - b. Request for a single day vacation must be in writing and submitted to the office of the appropriate department head no less than forty-eight hours prior to date of usage, unless approved by management.
 - c. When scheduling a single day vacation, employees will draw from the designated vacation week, starting with the first day of the assigned vacation for that week. All subsequent single days of vacation will be drawn from the designated week in sequence. All unused remaining single days in the designated week will be liquidated as originally scheduled.
 - d. Single vacation days will be accepted on a first come, first serve, basis in accordance with the requirements of service.
 - e. Single vacation days will be granted by the department head and will not be denied, unless for good reason. If denied, reasons for such denial will be afforded to the employee and the local representative, subject to the appeal process.

- f. Vacation relief employees, designated as such, will fill the single day requests by employees.
 - g. All other provisions of the current Vacation Agreement between the parties will apply to this agreement.
 - h. No single day vacations will be submitted until the vacation roster has been established for the applicable year in accordance with Article 15 Annual Vacations, 15.9
- 15.18 Yardmasters taking vacation or personal leave days will be considered as automatically marked up on their position as of the close of the last shift covered by the vacation or personal leave day.
- 15.19 Personal leave and single day vacation requests must be presented, in writing to the Yardmaster's immediate Supervisor at least forty-eight (48) hours in advance.

Requested days will be granted unless the Yardmaster is advised of the reason for the denial within twenty-four (24) hours of the request.

Personal leave and single day vacation requests will be granted on a first request basis and not on a seniority basis.

NOTE: See Appendix 8, page for Vacation Rest Days for Yardmaster's Guaranteed Extra Board (GEB) Position.

ARTICLE 16
GENERAL HOLIDAYS

16.1 Subject to the qualifying requirements and conditions contained herein, each employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas
	New Year's Eve

16.2 The holiday pay qualifications for Christmas Eve - Christmas as defined below shall also be applicable to the Thanksgiving Day - Day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

16.3 Holiday pay shall be at the pro rata rate.

16.4 For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

16.5 Subject to the applicable qualifying requirements contained herein, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in this Article, provided:

- (a) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and,
- (b) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

- 16.6 An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.
- 16.7 An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.
- 16.8 Except as provided in the following paragraph, all others for whom holiday pay is provided in this Article shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:
- (a) Compensation for service paid by the carrier is credited; or
 - (b) Such employee is available for service.
- Note: "Available" as used in subsection (b) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.
- 16.9 For the purposes of this Article, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.
- 16.10 Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.
- 16.11
- (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday and to Christmas Eve, in the same manner as to other holidays listed or referred to therein.
 - (b) Except as specifically provided herein, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day

after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

- (c) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.
- (d) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

- (e) Except as provided herein, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

16.12 When any of the eleven recognized holidays enumerated above, 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 such holiday:

- (a) falls during a regular assigned Yardmaster's or regular assigned relief Yardmaster's vacation period, he shall in addition to his vacation compensation, receive one day's pay at the pro rata rate of the position he filled on the last work day immediately preceding his vacation period, providing he fills his regular position on the last work day immediately preceding and on the first work day immediately following his vacation period;
- (b) falls during a regular assigned Yardmaster's or regular assigned relief Yardmaster's rest day, he shall in addition to his regular pay one day's pay at the pro rata rate of the position he filled on the last work day immediately preceding the holiday falling on a rest day, provided he fills his regular position on the last work day immediately preceding and on the first workday immediately following the holiday falling on a rest day;
- (c) falls on an assigned work day of a regular Yardmaster assignment or regular relief Yardmaster assignment, the Carrier shall have the right to blank such position on that day and the Yardmaster then holding such assignment shall be paid for that day on the basis of his regular pro rata rate of pay, provided he does not render other compensated service for the Carrier during the hours of such Yardmaster assignment.

ARTICLE 17
BEREAVEMENT LEAVE

- 17.1 Bereavement leave, not in excess of three (3) calendar days, following the date of death, will be allowed in case of death of an employee's spouse, son, daughter, mother, father, sister, brother, grandchild, grandparent, mother-in-law, father-in-law. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

Note: D&H agrees to apply this provision so that legally adopted children or the employee's spouse's children are covered.

(See Appendix 4 for Q and As)

ARTICLE 18
JURY DUTY

- 18.1 When a regularly assigned Yardmaster is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:
- (a) A Yardmaster must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (b) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
 - (c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
 - (d) When a Yardmaster is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the Yardmaster's regular position shall be blanked, notwithstanding the provisions of any other rules.

ARTICLE 19
HEALTH AND WELFARE

- 19.1 The Carrier and UTU are among the parties which collectively participate in the National Railway Carriers and United Transportation Union (NRC/UTU) Health and Welfare Plan. Descriptive employee booklets outlining the Hospital, Surgical and Medical Benefits and Group Life Insurance issued by the Plan are furnished to each qualifying employee.
- 19.2 The Carrier and UTU are among the parties which collectively participate in the Railroad Employees National Dental Plan, established effective March 1, 1976, as amended. Employee booklets describing the dental benefits are issued by the Plan and furnished to each qualifying employee.
- 19.3 The Carrier and UTU are among the parties which collectively participate in the Railroad Employees National Early Retirement Major Medical Benefit Plan. Descriptive booklets outlining the specified major medical expense benefits for eligible retired or disabled employees and their dependents are issued by the Plan and provided to those employees who retire at or after 60 years of age under the 60/30 provisions of the 1974 Railroad Retirement Act.
- 19.4 The Supplemental Retiree Medical Insurance Contribution provision contained in the June 16, 1982 National Agreement, as may be amended, applies to employees covered by this Agreement.
- 19.5 The Supplemental Sickness Benefit Plan Agreement for Railroad Yardmaster Employees dated January 1, 2005, as may be amended, applies to employees covered by this Agreement.
- 19.6 The revisions to the National Railway Carriers and United Transportation Union (NRC/UTU) Health and Welfare Plan, as provided in the November 6, 2003 Memorandum of Agreement between the NCCC and UTU, are reproduced in Appendix 5.
- 19.7 The revisions to the Supplemental Sickness Benefit Plan Agreement, as provided in the Supplemental Sickness Benefit Plan for Railroad Yardmaster Employees, insured under Group Contract 9000, issued by Trustmark Insurance Company, dated January 1, 2005, apply to employees covered by this Agreement.

Note: The following plans, as outlined in D&H/UTU-Y Memorandum of Agreements dated, April 21, 1998; April 4, 2000; September 9, 2002; and August 7, 2006, have been modified, as more specifically outlined in the Agreements between the NCCC and UTU, dated May 8, 1996 and November 6, 2003. The specific improvements are reproduced in Appendix 5.

- Railroad Employees National Health and Welfare Plan;
- National Railroad Employees Dental Plan;
- Life Insurance;
- Accidental Death and Dismemberment;
- National Railroad Early Retirement Major Medical Plans;
- National Supplemental Sickness Plan.

19.7 The parties agree to continue to apply Section 4 – Health and Welfare, “Article IV – Health and Welfare” of the November 6, 2003, Agreement between NCCC and UTU, to D&H Yardmasters represented by the UTU-Y, except as otherwise set forth below:

- (a) “Part A - Plan Changes” will be effective January 1, 2005, and will remain in effect until modified by agreement between the NCCC and UTU.
- (b) “Part B – Employee Cost Sharing of Plan Cost Increases” will be effective January 1, 2004 and remain in effect until, and unless, modified by agreement between the NCCC and UTU. Note – The 2% GWI effective January 1, 2005 will be deferred until December 31, 2005, in lieu of retro payments, owed by employees for Health and Welfare cost sharing contributions for the period between January 1, 2004 and December 31 2004.

It is understood that the D&H employee cost-sharing contributions will be 94% of the cost-sharing contributions calculated under Part B, Section 1, (a), (b), (c) and (d). It will remain in effect until, and unless, modified by agreement between the NCCC and UTU.

Time Period	National Cost Sharing	D&H Cost Sharing
01/04 thru 06/04	\$ 119.61 PEPM	\$ 112.43 PEPM
07/04 thru 06/05	\$ 100.00 PEPM	\$ 94.00 PEPM
07/05 thru 12/05	\$ 106.11 PEPM	\$ 99.74 PEPM
01/06 thru 06/06	\$ 131.96 PEPM	\$ 124.04 PEPM
07/06 thru 12/06	\$ 131.96 PEPM	\$ 124.04 PEPM

- (c) Subsequent to December 2006, as long as the increase in the National cost-sharing contribution is determined under Part B, Section 1 (e) through (j), the increase in the D&H cost-sharing contribution will be 94% of the National amounts. For example, if the January, 2007, increase in cost-sharing contribution calculated under Section 1 (f) is \$16.50 PEPM, for a new National cost-sharing contribution of \$148.46, then the increase on D&H would be \$15.51 for a new cost-sharing contribution of \$139.55.

- (a) When a new NCCC/UTU settlement covering Yardmasters is reached which covers the years 2005 through 2008, the D&H cost-sharing contribution will be recalculated for each year in this period that the NCCC/UTU Agreement provides for a General Wage Increase. The relative 2004 base pay rates for this calculation will be \$26.13/National and \$24.67 D&H.

Should there be no GWI in 2005 or thereafter under the NCCC/UTU Agreement, the \$26.13 will be adjusted to reflect the COLA amount, if any, rolled into the base rate and the \$24.67 will be adjusted by 2%.

Otherwise, for each year in this period, the National rate will be adjusted by the applicable National GWI and the D&H rate will be adjusted by the applicable D&H GWI. The rates will then be compared to one another to determine if the 94% relative value changes. If the relative value changes, the D&H cost-sharing contribution for the 12-month period immediately following the effective date of the National GWI will be adjusted accordingly.

ARTICLE 20
PERSONAL LEAVE

- 20.1 A maximum of two days of personal leave will be provided on the following basis:
- a) Employees who meet the qualifying requirements under vacation rules in effect on the effective date of this Agreement for three (3) weeks of vacation shall be entitled to one day of personal leave in 1990 and subsequent calendar years:
 - b) Employees who have met the qualifying requirements under vacation rules in effect on the effective date of this Agreement for four (4) weeks or more of vacation shall be entitled to two days of personal leave in 1990 and subsequent calendar years.
- 20.2 (a) Personal leave days provided in Article 20.1 may be taken upon 48 hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
 - (c) The personal leave days provided in Article 20.1 shall be forfeited if not taken during each calendar year. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under these provisions.
- 20.3 Yardmasters taking vacation or personal leave days will be considered as automatically marked up on their position as of the close of the last shift covered by the vacation or personal leave day.
- 20.4 Personal leave and single day vacation requests must be presented, in writing to the Yardmaster's immediate Supervisor at least forty-eight (48) hours in advance.

Requested days will be granted unless the Yardmaster is advised of the reason for the denial within twenty-four (24) hours of the request.

Personal leave and single day vacation requests will be granted on a first request basis and not on a seniority basis.

ARTICLE 21
PHYSICAL FITNESS. DETERMINATION OF

- 21.1 When an employee has been removed from his position due to his physical condition and the employee or his representative desires the question of his physical fitness to be finally decided before he is permanently removed from his position, the case shall be handled in the following manner:
- (a) The General Chairman shall bring the case to the attention of the Highest Designated Carrier Officer. The Carrier and the General Chairman shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. These two (2) doctors will confer and appoint a third doctor. Such Board of Doctors shall then fix a time and place for the employee to meet them.
 - (b) After completion of the examination, they shall make a full report in triplicate, one copy each to be sent to the Highest Designated Carrier Officer, the Carrier's Senior Corporate Advisor, Occupational & Environmental Health, and the General Chairman.
 - (c) The decision of the Board of Doctors, setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Carrier's physical examination policy, shall be final and binding on the parties, but this does not mean that a change in physical condition shall preclude a re-examination at a later time.
 - (d) The doctors selected for such Board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will only be necessary for the employee to travel a minimum distance and, if possible, not to be away from home for a longer period than one (1) day.
 - (e) The fees and expenses of the third or neutral physician shall be borne equally by the Carrier and the employee. All other expenses shall be paid by the Carrier and the employee incurring them, including the fees of the physician selected by them. At the time the Board's report is made, a bill for the fee, and traveling expenses, if any, of the third or neutral physician should be made in duplicate, one (1) copy to be sent to the Carrier's Medical Director and one (1) copy to the employee.

ARTICLE 22
FORCES REDUCTION RULE

- 22.1 In the event of a permanent abolishment of a Yardmaster's position the Carrier shall notify the General/Regional Chairman not less than ten (10) calendar days prior to the effective date of such abolishment. If requested by the General/Regional Chairman the appropriate officer of the Carrier, and the General/Regional Chairman or his representative, shall meet for the purpose of discussing such abolishment.
- 22.2 Such notice period may be reduced in the event of emergency conditions such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute provided that such conditions result in suspension of the Carrier's operations in whole or in part.
- 22.3 It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that, notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

ARTICLE 23
EXAMINATIONS - INSTRUCTION CLASSES

- 23.1 A Yardmaster required to take a periodic examination in the Operating Rules during his off-duty hours shall be allowed payment on the following basis:
- (a) A Yardmaster required to take a periodic rules examination shall be allowed four (4) hours' pay at the basic rate of his position.
 - (b) Payment will not be made to an employee directed to take a rules examination which he fails to pass to the satisfaction of the Rules Examiner.
- 23.2 Yardmasters required by the Carrier to attend classes covering Air Brake Rules Instruction and Handling Dangerous Commodities during their off-duty hours will be paid for actual time in attendance at such classes at their basic hourly rate, with a minimum of four hours.

ARTICLE 24
401-k SAVINGS PLAN

Within 120 days of the implementation of this Agreement, all employees covered under this Agreement may participate in the "SOO Line 401k Plan for Unionized Employees", and if electing to participate, will be governed by all the Rules and Regulations as outlined in the aforementioned Plan.

Effective January 1, 2005:

"The current 10% of annual salary maximum of Salary Reduction Contributions under the Plan will be increased to 20%, subject to the annual dollar limit imposed by the IRS (\$14,000 for 2005 adjusted by the IRS in future years).

Salary Reduction Catch Up Contributions provision will be implemented allowing Plan participants age 50 and older to make an additional \$4,000 of Salary Reduction Contributions in 2005 and \$5,000 in 2006 (adjusted by the IRS in future years) without regard to the 20% limit under the Plan or the applicable IRS annual dollar limit for the year."

ARTICLE 25
SALE OF D&H

In the event the D&H is sold or leased and the Surface Transportation Board does not provide labor protection, any employees holding positions with the D&H at the time of sale or lease will be entitled to a separation allowance of \$30,000 if they are not offered work with the new owner or operator and \$10,000 for those who are offered such work. Any employees entitled to any other benefits under the collective bargaining agreement will be entitled to that benefit or the one provided here, whichever is the greater.

ARTICLE 26

DEPENDENT CARE ASSISTANCE PLAN

D&H will make available to all eligible employees working under the labor contract with the UTU-Y, a Dependent Care Assistance Plan on the same basis, as this is available to D&H management. This plan is established pursuant to Sections 125 and 129 of the Internal Revenue Code.

The Plan may be changed from time to time consistent with ERISA, IRS and other applicable laws and regulations.

ARTICLE 27
WHOLE AGREEMENT PROVISION

This Collective Bargaining Agreement supersedes in their entirety all prior collective bargaining agreements, memoranda of agreement, letters of understanding, Carrier letters or local agreements or understandings and constitutes the whole agreement between the parties.