

AMENDMENT TO

RAILROAD YARDMASTERS OF AMERICA
SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT

THIS AGREEMENT, made this 16th day of February, 1976 by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

Section 1. Amendment of September 30, 1974 Agreement.

The following paragraphs of the Railroad Yardmasters of America Supplemental Sickness Benefit Agreement of September 30, 1974 are hereby amended in the following respects:

2. Provision of Benefits. The insurance contract referred to in Paragraph 2 of the Agreement of September 30, 1974 will be amended, effective with respect to benefits March 1, 1976, in keeping with the benefit provisions in Paragraph 5 as amended by this Agreement.

5. Benefits. Commencing with March 1976, the monthly benefit under the insurance contract referred to in Paragraph 2 will be increased to \$462. This amount will be subject to reduction (a) by the amount of any increase in the maximum monthly sickness benefit under the Railroad Unemployment Insurance Act (i.e. 21.75 times the maximum daily benefit) which may become effective subsequent to July 1, 1976, and (b) as provided in Paragraphs 5(b), 5(c) and 5(d) of the September 30, 1974 Agreement.

8. Financing the Supplemental Sickness Benefit Plan. Effective February 1, 1976, the amount of the reduction in basic pay of regularly assigned Yardmasters provided for in Paragraph 8(a) of the Agreement of September 30, 1974 is increased to \$12.50 per month. The first premium payment to the insurer at the \$12.50 rate will be made as provided in Paragraph 8(c) of the Agreement of September 30, 1974 in relation to covered yardmasters who will have been regularly assigned yardmasters in February 1976, and will be payable by the end of March 1976. Any railroads which cannot make arrangements to reduce the pay of regularly assigned yardmasters by \$12.50 (instead of \$10.50) in February 1976 will reduce the pay of yardmasters who were regularly assigned in the first payroll period ending in February 1976 and in the first payroll period ending in March 1976 by \$14.50, rather than \$12.50, in March 1976, and will reduce the pay of regularly assigned yardmasters by \$12.50 per month thereafter.

11. Sick Leave Rules. Paragraph 11 of the Agreement of September 30, 1974 is designated as 11(a) and the following Paragraph 11(b) is added:

(b) Representatives of the Railroad Yardmasters of America and individual railroads will cooperate in amending schedule sick leave rules to the end that sickness benefits under such rules will be integrated with sickness benefits under the Railroad Unemployment Insurance Act in non-governmental plans for sickness insurance. With this exception, the provisions of Section 11 of the Agreement of September 30, 1974 will continue in effect.

Section 2. Coverage

- (a) The Agreement of September 30, 1974 as amended by this Agreement will apply effective with the date of this Agreement to the railroads which are listed in Exhibit A to such 1974 Agreement and are listed also in Exhibit A to this Agreement.
- (b) Effective the first day of the first calendar month commencing 30 days after notice from the President of the Railroad Yardmasters of America to the Chairman of the National Carriers' Conference Committee, additional railroads which are listed in Exhibit A to this Agreement but are not listed in Exhibit A to the Agreement of September 30, 1974 may be made parties to the Railroad Yardmasters of America Supplemental Sickness Benefit Plan. Such railroads and their Yardmasters will be regarded as covered by the provisions of the Agreement of September 30, 1974 as amended by this Agreement, except that the reduction in basic pay of regularly assigned Yardmasters employed by such railroads, as provided in for in Paragraph 8(a) of the Agreement of September 30, 1974, will be in the amount specified in the notice, but not to exceed \$12.50; the first premium payment to the Insurer by such railroads will be made as provided in Paragraph 8(c) of the Agreement of September 30, 1974 in relation to covered Yardmasters who will have been regularly assigned Yardmasters in the calendar month in which participation in the Plan becomes effective as provided above, and will be payable by the end of the next following calendar month.

Section 3. Duration.

The Supplemental Sickness Benefit Plan as established by the Agreement of September 30, 1974 as amended by this Agreement will continue in effect subject to the following until January 1, 1978 and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act as amended.

- (a) New notices served for national handling seeking changes in the level of benefits, certification requirements for receiving benefits, requirements for employees to be eligible under the plan and/or method of employee funding of the plan may be served and progressed under the provisions of the Railway Labor Act as amended subsequent to the effective date of this Agreement, it being understood the carriers' position with respect to the aforementioned subject matters is not prejudiced hereby.
- (b) No notice, except as specifically provided for in the Agreement of September 30, 1974 as amended by this Agreement, dealing with sick leave, sickness benefits or any other matter covered by the Agreement of September 30, 1974 as amended by this Agreement may be served or progressed by either party to this Agreement prior to July 1, 1977 (not to become effective prior to January 1, 1978). The foregoing will not, however, bar changes mutually concurred in by the National Carriers' Conference and the Railroad Yardmasters of America.

Section 4. Court Approval.

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

SIGNED AT WASHINGTON, D. C. THIS 16 TH DAY OF February , 19 76.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA:

M. W. Murphy
Chairman

C. A. Bae

A. T. [Signature]

R. Culver

C. Z. Purnell

I. C. DePoutre

H. L. Farr

G. H. Freeman

J. R. Jones

J. J. Maher

C. E. Merrim, Jr.

J. S. Paul

B. J. Potts

R. A. Embury

R. F. O'Leary

J. E. Wasby

W. S. Rusk

J. C. Thomas

N. P. Jones

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

February 17, 1976

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

Dear Mr. Otto:

In connection with the agreement entered into today amending the Railroad Yardmasters of America Supplemental Sickness Benefit Agreement:

1. For six months through August 1976, claim handling procedures will be changed as follows:

- a. The employee will certify that he has applied for RUIA benefits if eligible, including furnishing a doctor's certificate.
- b. Only one claim form will be used which will include certification by the railroad's designated officer. The employee, subsequent to completion of the form by him and his doctor, will forward such completed form to the carrier's designated officer at the designated location.

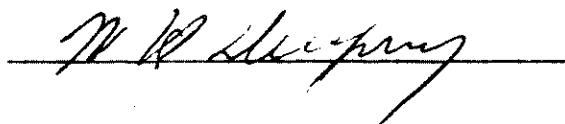
Present claim handling procedures will be reinstated effective September 1, 1976 if either the Railroad Yardmasters of America or the National Carriers' Conference Committee so requests prior to August 1, 1976.

2. The Agreement of September 30, 1974, as amended by the Agreement entered into today, will apply effective today - in addition to the

railroads which are listed in Exhibit A to both such Agreements - to the Louisville & Nashville Railroad with respect to all of its Yardmasters represented by the Railroad Yardmasters of America (including District 18 which was not included in Exhibit A to the 1974 Agreement), and to the New Orleans Public Belt Railroad; but such Agreement will not hereafter apply to the Boston & Maine Railroad.

If you concur, would you please place your signature in the space provided below.

Yours very truly,

A handwritten signature in cursive script, appearing to read "M. W. Stearns", is written over a horizontal line.

ACCEPTED:

A handwritten signature in cursive script, appearing to read "A. T. Otto, Jr.", is written over a horizontal line.

A. T. Otto, Jr.