

YARDMASTERS
March 26, 1976

SENIORITY MODIFICATION AGREEMENT

DATED MARCH 26, 1976

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
RAILROAD YARDMASTERS OF AMERICA

SENIORITY MODIFICATION AGREEMENT

This Agreement made this 26th day of March, 1976 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS HEREBY AGREED:

The purpose of this Agreement is to improve the transfer opportunities for certain minority and female employees. In carrying out this general purpose, the following shall govern:

I. Opportunity for Transfer

A. Subject to the conditions set forth hereinafter, transfer of employees under this Agreement shall be permitted to positions in the yardmasters craft or class that are subject to collective bargaining agreements.

B. An employee must be qualified for the position to which he or she seeks transfer and must meet all prerequisites for that position.

C. A transfer under this Agreement shall be made only to a vacancy on a position which is not otherwise filled by an employee with existing seniority or other rights to the position, i.e., where otherwise an employee with no rights to the work would be hired.

D. The employee shall be able to use his or her company seniority date (defined in paragraph II.A below) for purposes of competing for the vacancy among other employees of the group afforded opportunity for transfer

if such vacancy is subject to seniority rules of the applicable collective bargaining agreement. If two or more qualified employees who are competing for the same vacancy subject to seniority rules have the same company seniority date, the employee with the earlier birth date will be given preference over the employee with a later birth date in filling such vacancy.

E. The vacancies into which an employee may transfer with seniority shall be limited to

1. Positions within 30 highway miles of the position the employee occupies at the time the employee is notified of an available vacancy, or

2. Positions in the seniority district(s) of the new craft or classification within or overlapping the seniority district of the old craft or classification or containing the territory of the seniority district of the old craft or classification.

II. Carryover Seniority

A. The company seniority date shall be the earliest seniority date (or date of first service in the case of employees as defined in paragraph V.B.2 below) established by that employee on any of the railroad's seniority rosters during that period of employment with the railroad which has been continuous; provided that said date shall be adjusted by subtracting the period of time that it has usually taken employees to become yardmasters on the yardmaster seniority district to which transfer is being made. Said period of time may be determined by mutual agreement of a representative of the railroad and the President of the Railroad Yardmasters of

America. Absent such agreement, said period of time shall be the average difference in time between the yardmaster seniority dates and company seniority dates of employees holding seniority on the yardmaster seniority district to which transfer is being made.

B. An employee (as defined in paragraph V), after transfer, shall be permitted to utilize his or her company seniority date in the new craft or classification for all purposes covered by collective bargaining agreements applicable to the new craft or classification, including, but not limited to, bidding for future vacancies within the craft or classification for which the employee is qualified, recall, work shifts, wage rates, vacations, fringe benefits, lay-offs, and reductions in force.

III. Retention of Seniority

An employee shall retain his or her previously established seniority for 90 days after transfer or 90 days after such time as he or she satisfies any required probationary or training periods, whichever is longer, or for such longer periods as may be provided by any local agreement between the carrier and the organization representing the employees in the craft from which the employee transferred. If such an employee elects to return to his or her old craft or classification during such period, the employee shall relinquish all seniority established by reason of the transfer under this Agreement.

IV. Transfer Procedures

A. Within 30 days of the effective date of this Agreement each employee (as defined in paragraph V) shall be notified by the carrier in

writing personally or by certified mail of his or her right to transfer under this Agreement. Such notice shall be reasonably designed to apprise each employee of his or her rights and obligations under the Agreement.

B. The time period within which an employee may exercise an option to transfer under this Agreement shall be limited to 180 days after notice is received by the employee. Within this time period, the employee may, on a form designated by the carrier, express his or her interest in making a transfer and indicate the classifications to which he or she will accept a transfer. The failure of an employee to so express his or her interest within such a time period shall operate to forfeit any rights such employee has under this Agreement. Completed applications will be considered 30 days after receipt by the carrier and the carriers will begin to transfer qualified employees to vacancies within the coverage of this Agreement which arise after June 4, 1976.

C. When a vacancy arises in a classification in which an employee has expressed an interest and where the filling of the vacancy is subject to the operation of seniority rules, the employee shall be given fifteen calendar days by the carrier in which to apply for such a position. The failure of the employee to apply for a vacancy in a classification in which the employee has expressed an interest shall operate to forfeit any rights such employee would have under this Agreement. However, if an employee fails to apply for a vacancy that would require the employee to move his or her residence, such failure shall not preclude the employee from exercising the transfer option in the future. An employee shall be permitted to make only one successful transfer with carryover seniority. A voluntary relin-

quishment of seniority in the craft or classification to which a transfer had been made pursuant to this or any other similar Agreement shall operate to forfeit any rights such an employee would have under this Agreement except those specified in paragraph III.

Note: It is understood that "a change of residence" under paragraph IV.C is required if the position is more than 30 highway miles from the employee's residence and current work area and is also farther from the employee's residence than the employee's current work area.

V. Employees to be Afforded Transfer Opportunity

Employees who shall have rights under this Agreement shall be limited to:

A. Blacks, Spanish-surnamed individuals, American Indians and Orientals who have a continuous employment relationship with the carrier commencing on or before August 31, 1971, and who initially established seniority by working in one of the following ICC classifications:

15. Messengers and office boys
16. Elevator operators and other office attendants
24. Motor vehicle and motor car operators
26. Janitors and cleaners
34. Maintenance of way and structures helpers and apprentices
35. Portable equipment operators
36. Portable equipment operator helpers
37. Pumping equipment operators
41. Extra gang men

42. Section men
43. Maintenance of way laborers (other than track and roadway) and gardeners and farmers
64. Skilled trades helpers (M. of E. and Stores)
65. Helper apprentices (M. of E. and Stores)
67. Coach Cleaners
70. Classified laborers (shops, enginehouses and power plants)
71. General laborers (shops, enginehouses and power plants)
72. General laborers (stores and ice, reclamation and timber-treating plants)
74. Stationary firemen, oilers, coal passers and water tenders
87. Baggage, parcel room and station attendants
91. Callers, loaders, scalers, sealers and perishable-freight inspectors
92. Truckers (stations, warehouses and platforms)
93. Laborers (coal and ore docks and grain elevators)
94. Common laborers (stations, warehouses, platforms and grain elevators)
96. Chefs and cooks (restaurants or dining cars)
97. Waiters, camp cooks, kitchen helpers, etc.
101. Train attendants
102. Bridge operators and helpers
103. Crossing and bridge flagmen and gatemen
104. Foremen (laundry) and laundry workers
109. Inside hostlers

B. Females who have a continuous employment relationship with the carrier commencing on or before August 31, 1971, and

1. Who initially established seniority either as (a) a coach cleaner (ICC Classification 67) or (b) a clerical, station or telegrapher employee subject to the seniority provisions of a collective bargaining agreement; or

2. Who were initially hired in a clerical, station or telegrapher position covered by a collective bargaining agreement without establishing seniority, i.e., employees excepted from the seniority rules of such collective bargaining agreement.

VI. Protection

Rights and obligations of employees under existing employee protection agreements shall not be affected by this Agreement. Any transfer under this Agreement shall be voluntary and no employee shall be required to transfer. An employee failing to exercise a transfer opportunity under this Agreement will not forfeit any rights or benefits to which he or she is entitled under existing employee protection agreements. An employee who transfers to a new craft under this Agreement will forfeit all rights and benefits under existing employee protection agreements applicable to the employee in the former craft and will acquire rights and benefits in keeping with the employee's company seniority date under employee protection agreements applicable to the new craft. An employee who voluntarily returns to his or her former craft in accordance with paragraph III of this Agreement or who returns because of failure to qualify in the new craft will again be subject to existing employee protection agreements applicable to the employee's former craft.

VII. Implementation

A. This Agreement shall become effective on April 5, 1976.

B. It is understood that the opportunity for employees (as defined in paragraph V) to (a) utilize carryover seniority in another craft and (b) to retain seniority in other crafts is subject to these opportunities being provided through agreements between the carriers and representatives of other crafts.

C. Disputes arising out of the application of this Agreement shall be subject to a special disputes procedure. The parties to this Agreement will work out the details of the disputes procedure prior to the effective date of this Agreement.

VIII. Court Approval

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

SIGNED AT WASHINGTON, D. C. THIS 26th DAY OF MARCH, 1976.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA:



Chairman



President









* With respect to the Penn Central Transportation Company, the power of attorney to the National Carriers' Conference Committee was conditioned also upon the right of the trustees to approve the agreement.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA:

J. C. McButt

R. F. O'Leary

G. L. Farr

J. E. Wastey

A. L. Lewis

W. H. Rusk

J. R. Jones

J. C. Thomas

J. J. Maher

Randal W. Berry

C. E. Merwin, Jr.

N. P. Jones

George J. Paul

Robert E. Vinton

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN
NEGOTIATION OF A SENIORITY MODIFICATION AGREEMENT WITH THE
RAILROAD YARDMASTERS OF AMERICA

Participation in such Agreement is co-extensive with the provisions of current schedule agreements applicable to employees represented by the Railroad Yardmasters of America.

Alton & Southern Railway Company
Atchison, Topeka and Santa Fe Railway Company
Atlanta and West Point Rail Road Company, The Western
Railway of Alabama
Atlanta Joint Terminals
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
*Boston and Maine Corporation
Boston Terminal Corporation
Buffalo Creek Railroad
Burlington Northern Inc.
Central of Georgia Railroad Company
*Central Railroad Company of New Jersey
New York and Long Branch Railroad Company
Chesapeake and Ohio Railway Company
Chicago and North Western Transportation Company
Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Chicago Produce Terminal Company
Chicago River and Indiana Railroad Company
*Chicago, Rock Island and Pacific Railroad Company
Chicago, West Pullman and Southern Railroad Company
Clinchfield Railroad Company
Davenport, Rock Island and Northwestern Railway Company
Delaware and Hudson Railway Company
Denver and Rio Grande Western Railroad Company
Des Moines Union Railway Company
Detroit and Toledo Shore Line Railroad Company
Detroit Terminal Railroad Company
Duluth, Missabe and Iron Range Railway Company
Duluth, Winnipeg and Pacific Railway Company
*Erie Lackawanna Railway Company
Fort Worth and Denver Railway Company
Galveston Wharves
Grand Trunk Western Railroad Company
Houston Belt and Terminal Railway Company
Illinois Central Gulf Railroad
Indiana Harbor Belt Railroad Company
Kansas City Southern Railway Company
Kentucky and Indiana Terminal Railroad Company
Lake Superior Terminal and Transfer Railway Company
Lehigh and New England Railway Company
*Lehigh Valley Railroad Company
Los Angeles Junction Railway Company
Louisiana and Arkansas Railway Company
Louisville and Nashville Railroad Company

Minnesota Transfer Railway Company
Missouri-Kansas-Texas Railroad Company
Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Union Passenger Terminal
1-Norfolk and Western Railway Company
Ogden Union Railway and Depot Company
**Penn Central Transportation Company
Peoria and Pekin Union Railway Company
Pittsburgh & Lake Erie Railroad Company, The Lake Erie
& Eastern Railroad Company
Pittsburgh, Chartiers and Youghioghney Railway Company
Portland Terminal Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
St. Louis-San Francisco Railway Company
Saint Paul Union Depot Company
Seaboard Coast Line Railroad Company
Soo Line Railroad Company
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
Norfolk Southern Railway Company
Staten Island Railroad Corporation
Terminal Railroad Association of St. Louis
Texas and Pacific Railway Company
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
Union Pacific Railroad Company
Washington Terminal Company
Western Maryland Railway Company
Western Pacific Railroad Company

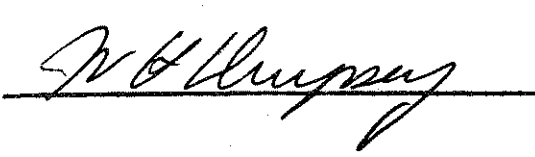
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NOTES: -

- * - Subject to the approval of the Courts.
- ** - Subject to the approval of the Trustees of the Property and to the approval of the Courts.
- 1 - Except original N&W.

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:





Washington, D. C.,
March 22, 1976

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

March 26, 1976

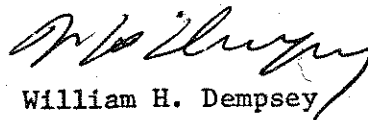
Mr. A. T. Otto, Jr.,
President
Railroad Yardmasters of America
Schoch Bldg., Room 201-202
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Mr. Otto:

It is understood that whenever the term "company seniority date" is used in this agreement in connection with an employee to be afforded transfer opportunity as defined in Paragraph V it is intended to mean the company seniority date as adjusted in accordance with the provisions of Paragraph II.A.

It is also understood that the carriers will identify to the appropriate general chairman and President of the Railroad Yardmasters of America employees who have expressed an interest in transferring to a position subject to a collective bargaining agreement with the Yardmasters. The carriers, on request of the general chairman, shall furnish to the general chairman copies of those forms submitted by employees pursuant to Paragraph IV.B in which an interest has been expressed in transferring to a position subject to a collective bargaining agreement with the Yardmasters.

Yours very truly,



William H. Dempsey

ACCEPTED:



A. T. Otto, Jr.

NATIONAL RAILWAY LABOR CONFERENCE

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

WILLIAM H. DEMPSEY, Chairman

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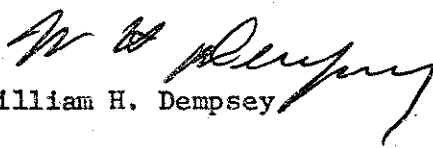
Mr. A. T. Otto, Jr.,
President
Railroad Yardmasters of America
Schoch Bldg., Room 201-202
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Mr. Otto:

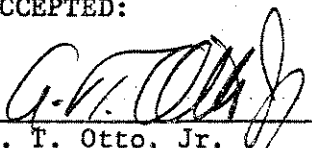
This is to record our understanding that all preference agreements between the Railroad Yardmasters of America and a carrier party to this agreement which require such carrier to select employees for yardmaster positions from certain other crafts and classes of employees are hereby eliminated.

The parties further agree that, except where there continue to exist preference agreements with organizations other than the RYA which require a carrier to select employees for yardmaster positions from certain other crafts and classes of employees, the selection and promotion of employees to positions represented by the Railroad Yardmasters of America is a matter entirely within the discretion of the carriers.

Yours very truly,


William H. Dempsey

ACCEPTED:


A. T. Otto, Jr.