

FORM 1311



A G R E E M E N T

B E T W E E N

**MINNEAPOLIS, ST. PAUL AND
SAULT STE. MARIE RAILROAD
COMPANY**

A N D

**RAILROAD YARDMASTERS
OF AMERICA**

EFFECTIVE MAY 1,

1 9 4 5

This agreement shall govern the hours of service, working conditions, and rates of pay of yardmasters employed by the Minneapolis, St. Paul & Sault Ste. Marie Railroad Company, hereinafter called the "Company."

SCOPE

Rule 1. (a) The term "yardmaster" shall apply to the positions of general yardmasters (except at Shoreham, Superior and Schiller Park), assistant general yardmasters, yardmasters, assistant yardmasters and relief yardmasters, but not to agents-yardmasters or to footboard-yardmasters.

(b) This Agreement imposes no restrictions upon the Company as to the duties which may be required of, or performed by the General Yardmasters excepted in rule (a) above.

Term of work of yardmaster
(c) This Agreement shall not interfere in any manner with the right of the Company to establish or abolish yardmaster positions at its discretion, nor shall this agreement be interpreted to require the Company to establish or abolish yardmaster positions when such action is not necessary in the judgment of the Company.

Hours of Service—Overtime—Starting Time

Rule 2. (a) Eight consecutive hours shall constitute a day's work unless the yardmaster is relieved at his own request in which event actual time worked will be paid for. Time

worked in excess of eight hours in any twenty-four hour period exclusive of the time required to make transfers will be considered overtime and will be paid for at rate of time and one-half on the minute basis. This paragraph (a) will not apply to positions of General Yardmasters at Shoreham, Superior and Schiller Park; the monthly rates of such positions cover payment for all services rendered on the working days of the month.

(b) Yardmasters who work more than one shift within a 24-hour period as a result of the exercise of seniority and extra yardmasters will not be paid time and one-half for work performed in excess of eight hours where such excess time is worked on more than one shift, but will receive time and one-half in excess of eight hours worked on a single shift exclusive of time required to make transfers. An extra yardmaster will not work more than one shift starting within a 24-hour period when other extra yardmasters are available.

(c) Regular assignments shall have a fixed starting time, and the starting time will not be changed without at least 24 hours' notice. No regular assignment will have a starting time between 12:01 A. M. and 6:00 A. M., except that a starting time between these hours may be established by agreement between the management and the Local Chairman.

Paragraph (c) will not apply to relief positions, the starting times of which will be those of the positions relieved.

RELIEF DAY

Rule 3. (a) Except as otherwise provided in this rule, one relief day off duty in seven will be designated for each regularly assigned yardmaster's position. If the regular incumbent of such position is required to work on the designated relief day, he will be paid therefor at rate of time and one-half.

(b) The relief day shall attach to the position and not to the individual, it being understood, however, that a yardmaster will not be paid at overtime rate for more than one relief day worked within any seven day period.

(c) Where relief day requirements regularly provide six days' work in seven, regularly assigned relief yardmasters' positions may be established and yardmasters assigned to such relief positions will take the rate of pay, starting time and working conditions of positions relieved.

(d) An extra or relief yardmaster working in the place of a regularly assigned yardmaster for more than six consecutive days will take the rate of pay, starting time, working conditions and relief day of the regularly assigned yardmaster's position upon which he performs service.

An extra or relief yardmaster relieving other yardmasters on their relief days or who perform yardmaster's service on more than six consecutive days on two or more yardmasters'

positions will be paid straight time rate for regular tour of duty on days worked.

(e) Nothing contained in this Rule 3 shall be construed as requiring the Company to fill any position on relief days designated for such positions.

DISCIPLINE

Rule 4. (a) A yardmaster who has established seniority as such will not be disciplined or dismissed without an impartial hearing. He shall be notified at least forty-eight (48) hours prior to the hearing of the purpose for which the hearing is to be held; he may be represented by his duly accredited representative or by another employe of his choice. He may be held out of service pending such hearing and decision thereon. The hearing shall be held within ten (10) days of the date when charged with the offense or held from service. At such hearing the yardmaster shall have the right to call witnesses to testify in his behalf and he and his representatives and the officer of the Company shall have the right to question witnesses. Decision in writing will be rendered within ten (10) days after completion of hearing. The yardmaster who is disciplined, or his duly authorized representative, shall be furnished copy of transcript of hearing upon request, which transcript shall contain statements of record taken at the hearing.

(b) Hearing shall be held whenever possible at home terminal of employes involved and at

such time as not to cause employes to lose rest or time. Yardmasters shall have reasonable opportunity to secure the presence of representatives and/or necessary witnesses.

(c) If a yardmaster is suspended, the suspension shall date from the time he was taken out of service.

(d) A yardmaster dissatisfied with the decision, or his representative, shall have the right of appeal which may be filed with the next higher officer of the Company and each such officer in turn designated to handle appealed cases, and a copy of such appeal furnished to the officer whose decision is appealed. Such appeals shall be made within thirty (30) days from the date decision is rendered by the officer from whom appeal is taken.

(e) If the charge against the yardmaster is not sustained, his record shall be cleared and he shall be returned to his former position and compensated for wage loss, if any, suffered by him, which shall be the difference between what he would have earned on his former position and what he received from other employment or other sources while out of railroad service.

(f) No discipline case shall be considered unless it is presented and appealed within the time limits herein prescribed, provided, however, that such time limits may be extended by agreement between the Company and representatives of employes.

(g) A yardmaster who is discharged and who is reinstated on a leniency basis within twelve (12) months will hold former seniority rights except that when such reinstatement carries with it a restriction of exercise of seniority rights, the matter of exercise of seniority rights by such yardmaster will be subject to agreement between the General Chairman and the Management. A yardmaster referred to in this rule who is reinstated after twelve (12) months will establish a new seniority date except when otherwise agreed to by the Management and the General Chairman.

Revised 1154
See File: 2554

GRIEVANCES

Rule 5. (a) A yardmaster having a grievance arising out of the interpretation and application of these rules or who considers himself unjustly treated in matters other than discipline will, or his representative may in his behalf, present such grievance in writing to the supervising officer within thirty (30) days after the date of the occurrence out of which such grievance arises. The supervising officer will render a decision within fifteen (15) days. Should such a yardmaster not be satisfied with the decision, he or his representative may appeal the case up to and including the highest officer designated by the Company to handle such matters. Appeals shall be made within thirty (30) days after decision is rendered by the officer from whom appeal is taken and decision will be made within thirty (30) days after appeal is made.

(b) Money payments accruing under the terms of these rules resulting from grievances shall not be applied retroactively in excess of thirty (30) days prior to the date of first presentation of said claim to the Company.

(c) No grievance shall be considered unless presented and appealed in conformity with the time limits specified herein, provided, however, that such time limits may be extended by agreement between the Company and the representatives of the employes.

SERVICE LETTER

Rule 6. Yardmasters leaving the service shall be given on request a letter showing the terms of service.

SENIORITY—RIGHTS—ROSTERS

Rule 7. (a) Seniority rights are restricted to yardmasters covered by this agreement and to the terminal at which employed. Seniority of yardmasters shall date from regular assignment to such position.

(b) Yardmasters will have preference of positions to which their seniority entitles them.

(c) Men reduced account of reduction in force will continue to be carried on the yardmasters' seniority roster and will be used as extra yardmasters to fill temporary vacancies and do relief work when available.

(d) When no yardmasters are available for temporary vacancies or relief work, such vacancies will be filled by a relief yardmaster.

(e) Where there are not sufficient yardmasters on the roster to take care of the usual relief and extra work, a relief yardmasters' seniority roster will be established. An employe will be assigned to the relief yardmasters' seniority roster in the following manner:

(1) The Company will be the judge as to the number of men required on such roster to fit the requirements. Such positions will be bulleted at the terminal and employes working in that terminal may make application and the applicants will be considered on the basis of qualifications and seniority; qualifications to be first consideration.

(2) Relief yardmasters will be given a dating on the relief yardmasters' roster as of the date their application for such position is accepted by the company.

(f) Employes on the relief yardmasters' seniority roster will be given preference in filling the regular assignments.

(g) A yardmaster or relief yardmaster who has established seniority under this agreement must, thereafter, if available and qualified, protect any and all positions for which he may stand or forfeit such seniority. This rule will not apply when failure to perform yardmaster's work is due to illness of the yardmaster or of a

member of his family, or when a yardmaster is on authorized leave of absence.

(h) Men will not be considered available for a call as yardmaster who have not been relieved from duty at least eight hours, except in emergency.

(i) Seniority rosters of yardmasters and relief yardmasters will be prepared separately and will be revised and posted as of January 1st of each year, and will be open for correction for a period of sixty (60) days from date of posting. Upon presentation of proof of error by an employe or his representative, such error will be corrected. If no protest is presented within sixty (60) days, the dates will stand as official and thereafter will not be subject to protest on any future rosters, except that any typographical errors will be corrected.

(j) Employes covered by this agreement retiring under the provisions of the Railroad Retirement Act because of physical disability prior to attaining the age of 65 will retain seniority and their names will be carried on the roster (the word "incapacitated" to be shown opposite their name) until they attain the age of sixty-five (65) and if they are still drawing annuities under the Railroad Retirement Act after having reached the age of sixty-five (65) their names will be removed from the seniority roster. In the event their physical condition improves before they attain the age of sixty-five (65) and benefits are dis-

continued by the Railroad Retirement Board on that account, they may upon request resume duty provided they pass the required physical examination of the Company, and the question of their assignment to any regular position will be determined by mutual agreement between the Committee and the management within thirty (30) days, otherwise the management shall be the judge. Pending such agreement they will be considered as laid off employes.

(k) Yardmasters promoted to General Yardmasters or official or supervisory positions with the Company or the Railroad Yardmasters of America, will during the continuance of their incumbency on such positions, retain and accumulate seniority in the seniority district in which seniority is held at the time of promotion, and may within not more than thirty days from date of termination of such service, return to former position or exercise seniority rights to any positions bulletined during their absence.

LEAVE OF ABSENCE—LAYOFF

Rule 8. (a) When requirements of the service will permit, yardmasters on request will be granted a layoff or a leave of absence. An absence of less than fifteen (15) days will be considered a layoff. A yardmaster who desires to lay off will get permission from his immediate superior. An absence of more than 15 days will be considered a leave of absence. Applications for a leave of absence, or for an extension

thereof must be made to the proper official in writing and his approval must be secured. A leave of absence in excess of ninety (90) calendar days in any one calendar year will not be granted except as follows:

1. Sickness.
2. A yardmaster who has more than ten (10) years seniority may be granted a leave of absence not to exceed six (6) months.
3. Other exceptions may be made by mutual agreement between the company and general chairman.

(b) Employees absent in excess of 90 days because of physical disability will, upon request of the employing officer, be obliged to furnish evidence of physical disability. The Chairman will be notified of such cases.

(c) An employe who fails to report for duty at or prior to the expiration of leave of absence forfeits all seniority rights that he may have accrued under the rules of this agreement, except that when failure to report on time is the result of unavoidable delay the leave will be extended to include such delay if a satisfactory reason is given.

(d) Yardmasters desiring to return from leave of absence before expiration thereof, will give 36 hours advance notice.

(e) Yardmasters who are laying off and who do not arrange for a definite time to resume duty must report that they are ready for duty

with pay will be granted to each yardmaster covered by the scope of this agreement who was regularly assigned as yardmaster during the entire preceding calendar year. Such yardmaster will be paid while on vacation the straight time earnings of the assignment held at the time vacation is taken.

A yardmaster holding seniority as such on January 1, 1945, or on January first of subsequent years, who was not regularly assigned as yardmaster during the entire preceding calendar year, will be allowed a vacation with pay on the basis of one day's vacation for each twenty-six days of yardmasters' service in the preceding calendar year with a maximum vacation allowance of twelve work days. Such yardmaster will be paid while on vacation on the basis of the average straight time earnings as yardmaster in the last payroll period preceding vacation during which he performed yardmaster service.

(b) If a vacation is not afforded to a yardmaster who has qualified for vacation, payment in lieu thereof for the vacation days due him will be made not later than on the January payroll of the year following the vacation year on the following basis:

(1) A yardmaster holding a regular assignment on December 31st of the vacation year will be paid in lieu of vacation at the straight time daily rate of such assignment.

(2) A yardmaster not holding a regular assignment on December 31st of the vacation year will be paid in lieu of vacation at the average daily straight time rate earned as yardmaster in the last payroll period during which he performed yardmaster service in the vacation year.

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Yard
Combined
Not
More
Than 120%*
(c) Vacations granted under this agreement, or allowance in lieu thereof, shall not be combined with vacations granted or allowances in lieu thereof under other agreements so as to produce a greater vacation allowance as to time or compensation than the maximum qualified for under this or other agreements.

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(d) No vacation or payment in lieu thereof will be due a yardmaster whose employment relation is terminated prior to taking his vacation, except that a yardmaster retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

(e) Vacations may be granted during the calendar year consistent with the requirements of the service, but in granting vacations, yardmasters will be given consideration on a seniority basis.

(f) Vacations shall not be accumulated or carried over from one vacation year to another.

177C - 1-1-46 - 38.40
 5-22-46 6.00
 Total 44.40

RATES OF PAY

Rule 12. Monthly Rate

Shoreham: Gen'l ydmt. 390.55 326.15 - 1
 ✓ Assistant General Yardmasters,
 East End 327.00 332.60 - 3
 × Yardmasters 367.00 322.60 - 2

Glenwood:
 × Yardmaster 347.00 297.60 - 1

Superior: Gen'l ydmt. 390.55 - 1
 ✓ Assistant General Yardmaster 377.00 332.60 - 1
 × Yardmaster 367.00 322.60 - 2

Schiller Park: General ydmt. 390.55 - 1
 ✓ Assistant General Yardmaster 377.00 332.60 - 1
 × Yardmaster 367.00 322.60 - 2

Fond du Lac:
 × Day Yardmaster 357.00 312.60 - 1
 × Night Yardmaster 347.00 302.60 - 1

Neenah:
 × Yardmaster 347.00 302.60 - 1

Stevens Point:
 ✓ Assistant General Yardmaster 367.00 322.60 - 1
 × Yardmasters 357.00 312.60 - 2

C. F. Yard:
 × Yardmaster 327.00 297.60 - 1

Eau Claire:
 × Yardmaster 317.00 297.60 - 0

PHYSICAL EXAMINATION

Rule 13. (a) In the interests of the safety and welfare of the employes, it is hereby understood and agreed that the Company may require employes to take a visual and physical examination once each two (2) years or when returning to the service of the Company after having been out of service ninety (90) days or more for any reason. If as a result of the examinations referred to, a physical condition is discovered which necessitates additional examinations, or if employes in the judgment of the Company should at any time require an examination, such additional examinations will be taken by the employe in order to determine the fitness of such employe to safely perform the duties in which he is engaged.

(b) It is also understood and agreed that any medical fee in connection with such examinations by Company Doctors as are requested by the Company will be borne by the Company.

(c) If an employe is not satisfied with the examination of the Company's doctor, he is privileged to have the case handled as follows:

(1) The employe involved, or his representative, will select a physician to represent him, and he will act with Company's Chief Surgeon, in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.

(2) The physician selected by the Company and the employe shall be graduates of reputable Class A medical schools of regular medicine and of good standing in their communities.

(3) If the two physicians selected in accordance with Paragraph (1) should disagree as to the physical condition of such employe, they will select a third physician to be agreed upon by them, who shall be a well known consultant of recognized standing in the medical profession, and a specialist in the disease, or diseases, from which the employe is alleged to be suffering. The board of medical examiners thus selected will examine the employe and render a report within a reasonable time, not exceeding 15 days after selection, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which will be accepted as final. Should the decision be adverse to the employe and it later definitely appears that his physical condition has improved, a re-examination will be arranged after a reasonable interval, upon request of the employe.

(4) No payment is to be made for time lost between the date employe is held out of service account of alleged physical disqualification and date of final report by the board of medical examiners.

(5) The Company and the employe involved will each defray the expenses of their respective appointees. The fee of the third member of the board shall not exceed \$50.00, and will be borne

equally by the involved employe and the Company. Fees for hospital expenses, laboratory, and X-Ray examinations, etc., will be borne equally by the employe involved and the Company.

REPRESENTATION

Rule 14. The right to represent employes covered by the scope of this agreement in negotiating and interpreting schedule rules and agreements concerning rates of pay, working conditions and seniority rights is vested in the Committee of the Railroad Yardmasters of America. This, however, does not abridge the right of any employe covered by the scope of this agreement to handle a personal grievance with officers of the Company individually, providing such grievance is presented and handled in accordance with the recognized application of the rules of this schedule.

REPRESENTATIVE—DULY ACCREDITED

Rule 15. The term "duly accredited representative" where it appears in this agreement shall be understood to mean a member of the regularly constituted Committee or an officer of the Railroad Yardmasters of America.

INTERPRETATION

Rule 16. Should any disagreement arise concerning the construction or application of any rule or agreement concerning employes covered

by the scope of this agreement it shall be decided by proper negotiations between the officers of the Company and the General Chairman of the Railroad Yardmasters of America or in accordance with the provisions of the Railway Labor Act.

LIFE OF AGREEMENT

Rule 17. This agreement shall become effective on the first day of the month following approval by the Railway Labor Panel and shall continue in effect until changed in accordance with the procedure prescribed by the Railway Labor Act as amended.

MINNEAPOLIS, ST. PAUL & SAULT STE.
MARIE RAILROAD COMPANY.

By E. H. Buhlman,
Manager Personnel.

RAILROAD YARDMASTERS OF AMERICA

By Glen E. Adams,
General Chairman.

Minneapolis, Minn.
March 9, 1945.

Approval of this Agreement was secured from the National Railway Labor Panel, April 4, 1945, and it will therefore become effective May 1, 1945.