

AGREEMENT

between

ALTON AND SOUTHERN RAILROAD

and

YARDMASTERS

Represented by

RAILROAD YARDMASTERS OF AMERICA

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RULE 1 - SCOPE

The provisions of this Agreement shall govern the hours of service, working conditions and rates of pay of yardmasters of all grades, except General Yardmasters who are vested with authority that stamps them as officials.

NOTE: The term "assistant yardmaster", as used in this agreement, shall be understood to mean an individual who reports to and assists a yardmaster on the same track.

RULE 2 - HOURS OF SERVICE AND OVERTIME

(a) Eight (8) consecutive hours, or less, shall constitute a day's work, except as provided in Section (d) of this Rule 2.

(b) All time in excess of eight (8) hours in any twenty-four (24) hour period shall be paid for at time and one-half rate. This will not apply where two tours of duty are worked during a twenty-four hour period in the exercise of seniority or in the filling of a regular relief assignment.

(c) Transfer time shall not be paid for if it consumes twenty (20) minutes or less. All transfer time in excess of twenty (20) minutes shall be paid for at overtime rate.

(d) Employees working or called to perform work not continuous with their regular work period will be allowed a minimum of two (2) hours at time and one-half rate for two (2) hours work or less. If held on duty in excess of two (2) hours, time and one-half will be allowed on the minute basis. Employees will be allowed time and one-half for service performed continuous with, before or after, their regular work period.

(e) Each regular assignment shall have an established starting time which shall not be changed on less than 36 hours advance notice to the yardmaster affected. No regular assignment shall begin or end between midnight and 6:00 A. M. All other assignments may be started at any time.

### RULE 3 - REST DAYS

(a) One regular rest day each week, designated by the Company, 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 day for their positions.

Such assigned rest day shall be the same day each week.

(b) Regularly assigned yardmasters required to perform service on the rest day assigned to their positions will be paid therefor at the rate of time and one-half.

Extra yardmasters worked as such in excess of six (6) consecutive days shall be paid one and one-half times the basic straight time rate for work on the seventh day, but shall not have the right to claim work on such seventh day.

(c) The term "rest day" as used in this agreement means that for a regularly assigned yardmaster forty-eight (48) hours, and for a regularly assigned relief yardmaster (who performs six (6) consecutive days' yardmaster service) thirty-two (32) hours, shall elapse between the time he is required to report on the day preceding his rest day and the time he is required to report for duty on the day following his rest day. These definitions of the term "rest day" will not apply in the case of transfers due to yardmasters exercising seniority.

(d) Where relief requirements regularly consist of six (6) days work per week, relief yardmaster positions will be established and filled in accordance with Rule 7.

Where relief requirements regularly consist of five (5) days work per week, relief yardmaster positions providing for five (5) days work per week, may, by agreement with the General Chairman, be established and filled in accordance with Rule 7. 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.

(e) A regularly assigned yardmaster transferring from one regular position to another regular position assumes the rest day assigned to the latter position and will be paid straight time for day he actually works on such positions between assigned rest day of former position and assigned rest day of new position:

EXAMPLE: A yardmaster transfers from position having Thursday as rest day to position having Sunday as rest day. 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 Saturday of current week.

### RULE 4 - PRESERVATION OF RATES

Regularly assigned yardmasters temporarily used on lower rated positions shall not have their rates of pay reduced, and when temporarily assigned to higher rated positions shall receive the higher rate.

## RULE 5 - ESTABLISHED RATES AND POSITIONS

Established rates of pay, or positions, shall not be discontinued or abolished and new ones created covering relatively the same class of work, which will have the effect of reducing rates of pay or evading the application of these rules, nor shall the transfer of rates from one position to another be permitted.

## RULE 6 - SENIORITY

(a) This property in its present entirety shall constitute one seniority district.

(b) Yardmasters who, on the effective date of this Agreement, hold seniority as such will retain and continue to accumulate seniority in accordance with the provisions of this Agreement.

(c) Subsequent to the effective date of this Agreement, seniority as yardmaster will date from first regular assignment as such, except that an employee used as a substitute or extra yardmaster will acquire seniority as yardmaster after having worked as such a total of sixty (60) shifts as yardmaster, and his seniority shall then date from the first of such sixty (60) shifts.

(d) Where two or more applicants acquire seniority as of the same date, their relative seniority rank shall be based upon the length of continuous service with the Company, the employee with the greater period of continuous service to rank ahead of the employee with the lesser continuous service.

(e) Seniority rosters showing seniority of all yardmasters will be issued in January of each year, copy to be furnished each yardmaster. The date of issue will be shown thereon.

(f) When a seniority date has been established for any yardmaster, it shall stand as final unless protested in writing within thirty (30) days from the date the roster first showing such date is posted. No change in seniority standing of any yardmaster will be made by the Management without conference and agreement with the General Chairman.

(g) Yardmasters will be required to hold regular assignments as such whenever their seniority permits them to do so, or forfeit such seniority. Yardmasters whose seniority does not permit them to hold regular assignments will be used in the order of their seniority as yardmasters, when available, to perform extra work. Extra yardmasters declining to perform service as such, when available, will forfeit their seniority as yardmasters.

(h) A yardmaster will be permitted to lay off, on request, provided an extra yardmaster is available to work at straight time rate.

(i) Yardmasters accepting official positions with either the Alton and Southern Railroad or the Railroad Yardmasters of America will retain and continue to

accumulate seniority rights as yardmasters and may return to the service as yardmasters providing seniority is exercised within thirty days from date of yielding or being relieved of such positions.

(j) A yardmaster may exercise seniority under the following circumstances:

- (1) When the position to which he is regularly assigned is abolished.
- (2) When he is displaced by a senior yardmaster.
- (3) When he returns from an official or excepted position outside the scope of this Agreement.
- (4) When the starting time of his regular assignment is changed more than one hour.
- (5) When change is made in the assigned rest day of his position.

NOTE: A yardmaster must exercise his seniority within three (3) days after being obligated to do so under (1), (2), or (3), above. Seniority must be exercised under (4) or (5) above at the time the change is made.

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- (6) When he makes application to do so, in writing between the first and tenth of April or October of any year. Such change, if any, will be made effective April 16 and October 16.

#### RULE 7 - BULLETIN RULE

(a) New positions and vacancies of more than thirty (30) days duration will be bulletined to yardmasters for seventy-two (72) hours and assignment made within seventy-two (72) hours following expiration of the bulletin. In filling such new positions and vacancies, ability and seniority shall govern and the senior applicant will be awarded the position provided that in the judgment of the officer in charge the applicant has the necessary fitness and ability, subject to appeal.

(b) The right of yardmasters to make application will not be prejudiced when they are not available at the time yardmasters' positions are bulletined. Within three (3) days after becoming available a regular yardmaster may, and an extra or unassigned yardmaster must, displace any junior yardmaster assigned by bulletin during his absence.

(c) When the force is reduced, seniority will govern subject to ability to perform the work as per Section (a) of this Rule 7.

#### RULE 8 - ATTENDING COURT, INVESTIGATIONS, ETC.

Yardmasters required to attend court, inquests, hearings, investigations, or similar service, at request of the Carrier, will be paid not less than what they would have received on their regular assignments, and when so used outside of

their regular working hours on an assigned work day will be paid in accordance with Rule 2 (d); for such service on an assigned rest day, they will be paid a minimum of eight (8) hours at overtime rate. Necessary actual expenses will be allowed and when witness fees or mileage allowances are received, they will be assigned to the Company.

#### RULE 9 - VACATIONS

(a) Each regularly assigned yardmaster shall receive an annual vacation of twelve (12) consecutive work days with pay after he has completed one year of service as a regular, relief, or extra yardmaster.

(b) Each regularly assigned yardmaster who has fifteen or more years of continuous service with the Carrier (not necessarily as a yardmaster) shall receive an annual vacation of eighteen (18) consecutive work days.

(c) Each extra yardmaster who has less than fifteen (15) years of continuous service with the Carrier shall receive one day's vacation (not to exceed a total of twelve (12) work days), with pay, for each twenty-six (26) days on which he worked as yardmaster during the preceding year.

(d) Each extra yardmaster who has fifteen (15) or more years of continuous service with the Carrier shall receive one day's vacation (not exceed a total of eighteen (18) work days), with pay, for each sixteen (16) days on which he worked as yardmaster during the preceding year.

(e) The vacation year shall run from January 1 to December 31, and in event an earned vacation is not allowed through no fault of the employee, payment in lieu thereof shall be at the time and one-half rate.

(f) If an employee accrues vacation time under Sections (a), (b), (c), or (d) above and also accrues time under some other agreement, the time so accrued shall not be combined so as to produce more than the maximum number of vacation days provided for under either agreement.

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

#### RULE 10 - RATE OF PAY

(a) (1) The monthly rate of pay of yardmasters is four-hundred eight-eight dollars and seven cents (\$488.07).

(2) The monthly rate of pay of assistant yardmasters is four-hundred seventy-three dollars and seven cents (\$473.07).

(b) (1) Yardmasters are monthly rated employees. However, they shall be compensated on a daily basis, and the amount of compensation to be paid an employee in any pay period shall be determined by the days in such pay period for

which such employee is entitled to compensation, the straight time daily rate to be computed by multiplying the monthly rate by 12 and dividing the result by 261.

(2) The straight time hourly rate shall be determined by dividing the monthly rate by 174.

(3) Future wage adjustments so long as such rates remain in effect on such basis shall be made on the basis of 200 hours per month.

(4) Employees assigned to relief positions and extra employees will be compensated on a daily basis for each day so assigned at the rate of position filled.

(c) Rates of pay for new positions shall be the same as for existing positions of comparable scope and responsibility.

#### RULE 11 - DISCIPLINE

(a) A yardmaster will not be dismissed or otherwise disciplined without a formal investigation before a proper officer, within ten (10) days from the date when charged with an offense. He may, however, be held out of service in serious cases pending such investigation.

(b) At such investigation the yardmaster may be assisted by the duly accredited representative, and shall be allowed reasonable opportunity to arrange for the presence of such representative.

(c) At a reasonable time prior to the investigation, such yardmaster shall be notified in writing of the specific charge against him and shall be afforded a reasonable opportunity to prepare his defenses and to secure the presence of necessary witnesses.

(d) A decision shall be rendered within ten (10) days after the close of the investigation.

(e) A copy of the transcript of the investigation shall be furnished to the employee or his representative, if requested.

(f) An employee dissatisfied with the decision shall have the right to appeal to the next higher officer designated, provided it is made within thirty (30) days from date of decision, and conference on the appeal shall be arranged within thirty (30) days from such date of appeal and decision rendered within five (5) days after conference is concluded.

(g) If a further appeal is taken from the decision of the highest officer designated to handle such matters, it will be handled as prescribed in the Railway Labor Act, as amended.

(h) If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge and the employee reinstated

and compensated for the difference between the amount he would have earned in service and any amount earned from other employment with the Carrier during the period he was out of service.

(i) At the hearing or on the appeal, the employee may be assisted by the duly accredited representative.

(j) The time limits of this rule may be extended by mutual agreement.

#### RULE 12 - TIME LIMIT RULE

(a) All grievances, protests, claims for compensation, etc., under this Agreement, except as covered by Rule 11, must be presented in writing by or on behalf of the employee involved, to the Superintendent within thirty (30) 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 the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) days from receipt of notice of disallowance, and the Superintendent shall be notified 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.

(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty (60) days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer 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 a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved.

#### RULE 13 - LEAVE OF ABSENCE

(a) A yardmaster shall, upon request, be given leave of absence without impairment to seniority to perform organization work with the Railroad Yardmasters of America.

(b) Except for physical disability, leave of absence in excess of ninety (90) days shall not be granted, unless by agreement between the Management and the General Chairman of the yardmasters. Yardmasters who engage in outside employment, except as provided above, will forfeit all rights under the agreement, unless agreed to between Management and the General Chairman of the yardmasters.

RULE 14 - REPRESENTATION

Railroad Yardmasters of America has sole and exclusive authority to represent the craft or class of yardmasters on the Alton and Southern Railroad for the purposes of the Railway Labor Act, including the making, application, and interpretation of agreements concerning rates of pay, rules, and working conditions.

RULE 15 - DATE EFFECTIVE AND CHANGES

This agreement shall be effective as of July 1, 1955, and shall remain in full force and effect until revised in accordance with the procedure prescribed by the Railway Labor Act, as amended.

RAILROAD YARDMASTERS OF AMERICA

ALTON AND SOUTHERN RAILROAD

By /s/ Chester Evans  
General Chairman

By /s/ Wayne Harriss  
Assistant General Manager

/s/ O. F. Habermehl  
Committeeman

APPROVED:

APPROVED:

By /s/ A. L. Lenny  
General Manager

By /s/ E. D. Cox  
Vice President

/s/ V. W. Smith  
Assistant to the  
Grand President