

AGREEMENT MADE THIS 14th DAY OF JANUARY, 1983 BETWEEN CONSOLIDATED RAIL CORPORATION AND THE RAILROAD YARDMASTERS OF AMERICA REPRESENTING YARD MASTERS AND ASSISTANT YARD MASTERS.

The July 1, 1978 Collective Bargaining Agreement is modified, effective February 1, 1983, as follows:

1. Add the following item to Rule 2-E-1(a):

"(6½) When he fails to qualify under the provisions of Rule 4-F-1."

2. Add the following as the second paragraph to Rule 2-E-1(c):

"Any such yard master having his seniority terminated again shall not be used as a substitute yard master except by agreement with the Division Chairman."

3. Add the following paragraph (f) to Rule 4-A-1:

"(f) When the duties and responsibilities of a yard master position are changed, necessary adjustment in rate of pay will be agreed to between the Senior Director-Labor Relations and the General Chairman within thirty (30) days of the date of such change."

4. Change Rule 4-B-1(b), first paragraph, to read as follows:

"(b) A regular yard master required to perform service on either or both of the rest days assigned to his position will be paid on the actual minute basis at the rate of time and one-half with a minimum of two (2) hours, except

(1) where rest days are being accumulated or;

(2) where the yard master was not available for service for one or more work days of his

work week. If the yard master was not available for only one work day, the first eight (8) hours of rest day service shall be paid at the straight time rate. If the yard master was not available for two or more work days, the first eight (8) hours of service on each rest day shall be paid at the straight time rate."

5. Add the following paragraph to Rule 4-K-1(h):

"If the submission has not been completed within sixty (60) calendar days from the date of the request therefor, either party may file an ex parte submission which shall consist of the Subject, Statement of Facts and Position of the party filing such submission."

6. Add the following paragraph (m) to Rule 4-K-1:

"(m) The Division Chairman or his representative, not to exceed one (1) from an operating division, shall be compensated for time lost from his regular assignment for attending the scheduled monthly meeting with the Manager-Labor Relations."

7. Change Rule 5-A-2(a)(2) to read as follows:

"(a)(2) In such areas, extra lists must be established where there were more than thirty-five (35) vacancies or extra tours worked during the preceding month or where substitute or unassigned yard masters were used on thirty (30) separate calendar days in such preceding month."

8. Change Rule 5-A-2(b) to read as follows:

"(b) Existing lists or list established under paragraph (a) shall be ad-

justed monthly on the basis of one (1) extra list position for each twenty-five (25) tours accruing to that extra list in the preceding month. This adjustment may be accelerated in unusual situations. Upon specific request, a record of vacancies filled in the previous month will be furnished to the Division Chairman."

9. Change Rule 5-A-2(d) to read as follows:

"(d) The work week for extra yard masters shall consist of seven (7) days commencing on Wednesday and each extra yard master will be assured of compensation as yard master or assistant yard master equal to not less than forty (40) hours during a work week. This forty (40) hours shall be reduced by eight (8) hours for each day the extra yard master is not available for work."

10. Change Rule 5-A-2(j) to read as follows:

"(j) Extra yard masters will be paid at the assistant yard master yard I rate for posting time and any paid for not worked allowances."

11. Add the following as the second paragraph to Rule 6-A-2(a):

"Decisions on appeal shall be rendered by the Manager-Labor Relations or the Senior Director-Labor Relations within sixty (60) days after receipt of appeal. The sixty (60) day period may be extended by agreement between the parties."

12. Change Rule 6-A-1(b) to read as follows:

"(b) A yard master who has been in the Company's service sixty (60) calendar days or longer and against whom the Company as preferred specific charges, in writing, shall not be disqualified, suspended or dismissed without a hearing at which he shall be permitted to have a duly accredited representative or repre-

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sentatives of his choosing and witnesses to testify on his behalf. Copy of this notice will be furnished the Division Chairman. The accused yard master or his duly accredited representative shall be permitted to question witnesses insofar as the interests of the accused yard master are involved. The hearings shall begin within thirty (30) calendar days from the date of the employee's immediate supervisor's first knowledge of yard master's involvement. Copy of the hearing transcript shall be given the accused yard master and his duly accredited representative if he was so represented. Decision shall be given in writing within thirty (30) calendar days after the close of the hearing to the yard master with copy to the Division Chairman. The time limits of this paragraph may be extended by mutual agreement between the yard master or his duly accredited representative and the Company which shall not be unreasonable withheld by either party."

13. Add the following new rule:


"6-A-3. In the event of failure to comply with any time limitation of this Rule No. 6, discipline shall be either dropped or appeal forfeited as the case may be."


This agreement settles all pending notices served by either party, including the matters involved in National Mediation Board Case Number A.10810.

Signed at Philadelphia this 14th day of January, 1983.

RAILROAD YARDMASTERS
OF AMERICA

CONSOLIDATED RAIL
CORPORATION


J. C. Thomas, General Chairman


R. E. Swert, Vice President
Labor Relations