

## AGREEMENT

This agreement made this 15th day of February 2000, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the United Transportation Union (Yardmaster Department) is in full and final settlement of all pending Section 6 Notices filed by both parties.

### **ARTICLE I - WAGES**

#### **Section 1 - Signing Bonus**

On the date of this Agreement, each employee will be entitled to a signing bonus of \$400. The carrier will make all reasonable efforts to pay the signing bonus within 45 days of the receipt of written notice of ratification.

#### **Section 2 - First General Wage Increase**

Effective December 1, 1995, all hourly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three percent (3%).

(a) Disposition of Fractions -

Rates of pay resulting from application of this section which end in a fraction of a cent will be rounded to the nearest whole cent; fractions less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the nearest full cent.

(b) Application of Wage Increase -

The increase in wages provided for in this section will be applied in accordance with the wage or working conditions agreement in effect. Special allowances not included in fixed rates and arbitraries representing duplicate time payments will not be increased.

#### **Section 3 - First Lump Sum Payment**

Each employee will be paid a lump sum equal to three percent (3%) of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. The carrier will make all reasonable efforts to pay the said lump sum within 45 days of the receipt of written notice of ratification.

#### **Section 4 - Second General Wage Increase**

Effective January 1, 1998, all hourly rates of pay in effect on December 31, 1997, for employees covered by this Agreement shall be increased in the amount of three and one-quarter percent (3¼ %). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

**Section 5 - Second Lump Sum Payment**

Each employee will be entitled to a lump sum of three and one-half percent (3½%) of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. The carrier will make all reasonable efforts to pay the said lump sum within 45 days of the receipt of written notice of ratification.

**Section 6 - Third General Wage Increase**

Effective October 1, 1999, all hourly rates of pay in effect on September 30, 1999, for employees covered by this Agreement shall be increased in the amount of three and one-half percent (3½%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

**Section 7 - Eligibility for Receipt of "Signing Bonus," Lump Sum Payments**

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of fifteen (15) days prior to the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

**Section 8 - Signing Bonus Proration**

In the case of any employee subject to the wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

**ARTICLE II - COST-OF-LIVING PAYMENTS**

**Part A - Cost-of-Living Payments Under Article II of the 1992 Amtrak/UTU Agreement**

The nine cent (\$0.09) cost-of-living allowance in effect beginning July 1, 1995, pursuant to Article II of the June 1, 1993 Amtrak/UTU-Yardmaster Department Agreement, shall be rolled into the basic rates of pay on November 30, 1995, and such Article II shall be eliminated at that time, except as provided in Article III(c) (Retroactive Payments) of this Agreement.

**Part B - Cost-of-Living Allowance Through January 1, 2000, and Effective date of Adjustment**

- (a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article, except as otherwise provided in this Part, shall be payable and rolled into the basic rates of pay on December 31, 1999.
- (b) The measurement periods shall be as follows:

**MEASUREMENT PERIODS**

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995 plus March 1997	March 1996  March 1998	Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

(c) (i) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	4% of March 1995 CPI plus 4% of March 1997 CPI

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	6% of March 1995 CPI plus 6% of March 1997 CPI

(d) The cost-of-living allowance payable to each employee and rolled into basic rates of pay on December 31, 1999, shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the amount resultant from the formula contained in Article II, Part B(d)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559, or as otherwise may be agreed to nationally.

**Part C - Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000**

**Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments**

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the “Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)” (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000, based, subject to paragraph (d), on the CPI for March, 2000, as compared with the CPI for September, 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be based on the change in the CPI during the respective measurement

periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

**MEASUREMENT PERIODS**

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 1999	March 2000	July 1, 2000
March 2000	September 2000	January 1, 2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- (c) The amount to the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d) (i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI
January 1, 2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the CPI in any measurement period shall be considered.
- (iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September, the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account shall be 6% of such September base index less the 3%

mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000, during such measurement period.

- (iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000, shall be adjusted (increased or decreased) effective January 1, 2001, by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths be added to the amount of the cost-of-living allowance in effect on December 31, 2000, if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and, then, only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

- (f) Continuance of the cost-of-living allowance and the adjustment thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

**Section 2 - Payment of Cost-Of-Living Allowances**

- (a) The cost-of-living allowance payable to each employee effective July 1, 2000, shall be equal to the difference between (i) the cost-of-living allowance effective on the date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in Article II, Part C, Section 2(a)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559.
- (b) The increase in the cost-of-living allowance effective January 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- (c) The increase in the cost-of-living allowance effective July 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

- (d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

**Section 3 - Application of Cost-Of-Living Allowances**

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 and will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

**Hourly Rates** - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

**Section 4 - Continuation of Part C**

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

**ARTICLE III - RETROACTIVE PAYMENTS**

- (a) Retroactive wage adjustments will be made as follows:

The carrier will make all reasonable efforts to make the payments owed as a result of the retroactive application of the general wage increases contained in Article I, Sections 2, 4, and 6 will be paid within 45 days of the receipt of written notice of ratification. These amounts will be reduced \$167.22 per employee for health benefits.

- (b) General wage increases will be implemented as soon as possible. The Union will be notified of the implementation schedule. Retroactive payments will run to, but not including, the date of such implementation.
- (c) The payment specified in paragraph (a) will be reduced by the excess of (i) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/UTU imposed agreement, dated November 1, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (i) above, the offsets in clauses (ii) in Article II, Part B, Section 2(b) of the NCCC/UTU imposed agreement adopted in the Amtrak/UTU-Yardmaster Department agreement, dated June 1, 1993, will not be taken into consideration to reduce (i).

**ARTICLE IV - AMTRAK/LABOR PRODUCTIVITY COUNCIL**

The UTU-Yardmaster Department and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making. The UTU-Yardmaster Department and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the UTU-Yardmaster Department shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party -- government, private sector business, non-profit or otherwise -- to help develop benchmarks and to evaluate labor and management's progress toward those measurable goals.

Bench-marking and goal setting are not new to the transportation industry -- and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

This process would provide a forum for discussion to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Effective use of new technology.
2. Current and proposed modes of work organization and methods.
3. Training.
4. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of resources and reduction of wastage.
3. Increasing productivity.
4. Increasing revenue through on-time performance.

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20% of the benefits of the savings, while the company receives 80%). However, if total annual savings exceed \$3 million per year, 50% of those savings shall be paid to employees as a bonus above normal wages and payments.

Any savings generated through the Productivity Council are independent from the savings generated under this agreement.

#### **ARTICLE V - OCCUPATIONAL HEALTH/WORK RELATED INJURY PROJECT**

The UTU-Yardmaster Department and Amtrak shall adopt and implement elements of the current On-Duty Injury Project, designed to deliver quality, more cost effective medical care and rehabilitation services. The parties further agree to cooperate in the establishment of a joint union/management committee to review processes to facilitate employees returning work, as may be

further necessary. It is understood that an employee's participation in the current On-Duty Injury Project is entirely voluntary.

#### **ARTICLE VI - CONTINGENCIES**

The agreement will be effective only upon ratification by the UTU-Yardmaster Department. The parties to this agreement further agree that specific funding actions must occur to assure that Amtrak can execute the financial obligations of this agreement. Federal appropriations funding contingencies that must be met in order for Amtrak to be bound to carry out financial obligations include, but are not limited to:

- enactment of an Amtrak authorization bill; and
- submission by the Administration and enactment of legislation providing assistance in amounts consistent with the "glidepath" to zero operating subsidy by FY 2002; and;
- submission by the Administration and enactment of legislation providing additional assistance in amounts sufficient to correct shortfalls in FY 1996 and 1997 assistance; and
- no reduction in the first payment of \$1.15 billion from the Capital Trust Fund; and
- appropriation of general capital in FY 2000 at levels at least comparable to the FY 99 level.

Should the Amtrak Board of Directors determine that any of these contingencies - or other significant funding event - has failed to occur within a reasonable time, the UTU-Yardmaster Department/Amtrak Agreement provisions related to wage increases not yet paid shall be void unless the Amtrak Board of Directors determines that Amtrak is financially able to continue such payments. Prior to making its decision, the Board of Directors shall consult with the UTU-Yardmaster Department. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump sum payments on schedule:

1. Amtrak shall notify the UTU-Yardmaster Department as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.
3. At the end of the 30 days, a cooling-off period will prevail for 30 days.
4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive lump sum payments on schedule shall be a major dispute.

6. Clerical error which delays scheduled pay increases and/or retroactive payments and/or lump sum payments shall not trigger procedures 1-5 above.

This agreement is without prejudice to UTU-Yardmaster Department's position that the glidepath is a poorly considered transportation policy.

#### **ARTICLE VII - OTHER WORK RULES CHANGES**

The agreements is further amended, as concerns Rules 3, 20, 32, 33 and 36, as set forth in Appendix "A" of this agreement.

#### **ARTICLE VIII - MORATORIUM**

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 16, 1994. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve notice prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (A) above and any proposal in pending notices relating to such subject matters are hereby withdrawn.

C. This Article will not bar the National Railroad Passenger Corporation and the Organization signatory hereto from agreeing upon any subject of mutual interest.

FOR THE NATIONAL RAILROAD  
PASSENGER CORPORATION

FOR THE UNITED  
TRANSPORTATION UNION

/s/ \_\_\_\_\_  
Joseph M. Bress  
Vice President - Labor Relations

/s/ \_\_\_\_\_  
James R. Cumby  
General Chairman - UTU GO 342

/s/ \_\_\_\_\_  
Larry C. Hriczak  
Director Labor Relations

/s/ \_\_\_\_\_  
Donald R. Carver  
VP - Yardmaster Department

\_\_\_\_\_  
Lorraine McLaughlin  
Labor Relations Officer

\_\_\_\_\_  
Travis C. Hinton  
Chief Operating Officer, Amtrak Intercity

\_\_\_\_\_  
P. Thomas Pyle  
General Manager Staff and Support, NEC

February 15, 2000  
Letter No. 1

Mr. James R. Cumby  
General Chairman - UTU GO 342  
28686 Squire Drive  
Chesterfield, MI 48047

Dear Sir:

This refers to the increase in wages provided for in Article I, Sections 2, 4, and 6 of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Larry C. Hriczak  
Director - Labor Relations

I concur.

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James R. Cumby  
General Chairman - UTU GO 342

February 15, 2000  
Letter No. 2

Mr. James R. Cumby  
General Chairman - UTU GO 342  
28686 Squire Drive  
Chesterfield, MI 48047

Dear Sir:

This letter has reference to the formulas contained in Article II, Part B (d) and Part C (2) (a) of the agreement of this date.

Whatever offset the above-referenced formulas produce nationally will be accepted on Amtrak.

Very truly yours,

Larry C. Hriczak  
Director - Labor Relations

I concur.

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James R. Cumby  
General Chairman - UTU GO 342

February 15, 2000  
Letter No. 3

Mr. James R. Cumby  
General Chairman - UTU GO 342  
28686 Squire Drive  
Chesterfield, MI 48047

Dear Sir:

This refers to our discussions concerning changes to the manner in which Amtrak administers payroll for employees represented by UTU-Yardmaster Department.

It was agreed that when Amtrak's new payroll system is prepared to implement a bi-weekly payroll, pay every two weeks, that Amtrak would proceed to implement such bi-weekly payroll in a manner that would create the least pay disruption to the employees represented by UTU-Yardmaster Department. It was further agreed that each employee's pay would be required to be made through direct deposit to their financial institution. It was agreed that each employee covered by this agreement would provide the necessary information to implement the direct deposit of their payroll check within thirty (30) days of the institution of the bi-weekly payroll.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Larry C. Hriczak  
Director - Labor Relations

I concur.

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James R. Cumby  
General Chairman - UTU GO 342

APPENDIX "A"

**Section A - Probationary Period**

Revise existing RULE 3 - PROBATIONARY PERIOD to provide for a one hundred twenty (120) calendar day probationary period. This change to one hundred twenty (120) will also be included in Rule 35 - Discipline and Appeals.

**Section B - Holidays**

Revise RULE 20 - HOLIDAYS as follows:

- (a) Yard masters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, or the day observed by the Nation, in addition to their regular pay, which regular pay will be paid if he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

NOTE: Christmas Eve is the day before Christmas is observed.

Except in unforeseen circumstances, regular yard masters shall be given not less than thirty-six (36) hours advance notice when they are required to work on a holiday.

- (b) Under no circumstances will a yard master be allowed more than one time and one-half payment for service performed by him during a tour of duty, whether it is a work day, a rest day, or a vacation day, which also is a holiday.
- (c) In instances when a recognized holiday falls on an assigned work day of a regular yard master assignment, the Carrier shall have the right to blank such position on that day and the yard master then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yard master assignment and provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with this Agreement.
- (d) (1) When any of the holidays enumerated in paragraph (a) hereof falls on a rest day of a regular yard master, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regular relief yard master who qualifies for pay for a holiday falling on a rest

day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular yard master works as a yard master on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to paragraph (b) hereof.

- (2) When any of the holidays enumerated in paragraph (a) hereof falls during a regular yard master's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regular relief yard master who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.
  - (3) Solely in the application of the holiday pay provided in Item (1) of this paragraph (d), extra yard masters shall be considered as having Tuesday and Wednesday as their "rest days". Such holiday pay shall be allowed at the Assistant Yard Master's Rate.
- (e) Effective January 1, 1983, each employee covered by the Agreement will receive a "personal holiday" in lieu of a workday, subject to the qualifying requirements of this rule. Such day will be selected by the employee, consistent with the requirements of service, upon 48 hours' advance notice to the Corporation. The "personal holiday" request must be made before October 12 of each year. Failing to do so, such "personal holiday" will be assigned by management.

### **Section C - Beginning of Assignment**

Revise RULE 32 - ASSIGNMENT - BEGINNING OF to read as follows:

- (a) Where three shifts are employed, the tour of duty of regular assignments shall not begin or end between the hours of Midnight and six (6:00) a.m., except by agreement between the Corporation and the Local Chairman and approved by the General Chairman and Director-Labor Relations.
- (b) Where less than three shifts are employed, the tour of duty of regular assignments shall be determined by operational requirements and written notice shall be provided to the General Chairman.

### **Section D - Supervision of Assistant Yard Masters**

Delete RULE 33 - ASSISTANT YARD MASTERS - SUPERVISION OF

### **Section E - Discipline and Appeals**

Revise RULE 36 - DISCIPLINE AND APPEALS by adding an intent to discipline paragraph as paragraph (a) and renumbering the rule as appropriate:

RULE 35 - DISCIPLINE AND APPEALS

- (a) In those cases where an employee's offense(s) suggest discipline short of dismissal and the Corporation believes that discipline of an employee is warranted, the employee will be notified in writing with a copy to his duly accredited representative of the intent to discipline him. The notice will advise the employee of the specific offense(s) and the reason(s) for the intended imposition of the discipline. Letters of intent to impose discipline shall not be issued to an employee for any offense of which the employee's supervisor has had actual knowledge for more than 30 calendar days, except where a civil action or criminal proceeding results from the offense, in which event the letter of intent to impose discipline may be issued within 30 days of the final judgment.

Within seven days from receipt of the written intent to discipline, the employee and his duly accredited representative will meet with management's representative at the employee's city of employment for the purpose of resolving the matter. At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or a formal hearing will be scheduled as provided for in this rule. If management's representative fails to attend the meeting, the letter of intent to impose discipline will be withdrawn and canceled. If the employee fails to attend the meeting, the Corporation may assess whatever discipline it considers appropriate subject to appeal pursuant to paragraph (d) hereof.