

COLLECTIVE AGREEMENT

between the

Delaware & Hudson Railway Company, Inc.

and the

UNITED TRANSPORTATION UNION (Yardmasters Department)

on behalf of the

Yardmasters

**employed on the Delaware and Hudson
Seniority Rosters
on the Proprietary and Acquired Lines**

**Revised as of April 15, 2007, and replaces the Collective Agreements dated July 12, 1990,
December 17, 1991 and June 26, 2002.**

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PREAMBLE

The right to make and interpret contracts, rules, rates and working agreements for Yardmasters shall be vested in the regularly constituted representatives of the United Transportation Union (Yardmasters Department).

This Agreement was designed to recognize the transportation and financial realities of the Delaware and Hudson Railway Company, Inc., as a regional railroad in the US Northeast corridor.

The parties acknowledge that the viability of the D&H depends on its ability to provide safe, efficient, consistent, and competitive service to its customers. D&H recognizes that the Yardmasters are an integral element in the success of this enterprise.

This Agreement incorporates features which reinforce the distinctive needs of D&H and its Yardmasters. D&H and UTU-Y believe this Agreement provides the framework within which the business and its employees can be successful.

ARTICLE 1
DEFINITIONS

The term "Yardmaster" as herein used shall include Yardmasters, Assistant Yardmasters, Relief Yardmasters and Extra Yardmasters.

ARTICLE 2
YARDMASTERS' CLASSIFICATION

When Yardmasters are needed, they will be selected and appointed by the Carrier. Eligibility for Yardmasters' positions will not be confined to employees or any specific class of employees of the Carrier. The Yardmaster who is last appointed will be placed at the bottom of the roster. Should it develop after reasonable trial that the appointee is not qualified, he may exercise any rights he may have accumulated in some other class, provided this is permissible under the Agreement with the Union holding contract rights with the Carrier covering the particular class.

ARTICLE 3
BASIC DAY and OVERTIME

- 3.1 Eight (8) consecutive hours shall constitute a day's work; except where meal period is taken eight (8) hours within a spread of nine (9) hours shall constitute a day's work.
- 3.2 In any yard where three consecutive shifts are employed to provide 24 hours per day supervision, no meal period will be required.
- 3.3 Time worked in excess of eight (8) hours shall be paid for as overtime on a minute basis at time and one-half. Time consumed making transfers shall not be considered as overtime.

Note: See Appendix 7 relative to transfer time.

ARTICLE 4
REST DAYS

- 4.1 Two regular rest days each week, designated by the Carrier, 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 days for their positions.

Such assigned rest days shall be the same days each week and shall be consecutive to the fullest extent possible. The Carrier may assign non-consecutive days off to a position whenever consecutive days off would cause or necessitate working a Yardmaster with reasonable regularity in excess of five days per week or, by agreement with the General Chairman, days off may be accumulated over a period not to exceed five consecutive weeks.

- 4.2 Regularly assigned Yardmasters required to perform service on either or both of the rest days assigned to their positions will be paid at the rate of time and one-half except where rest days are being accumulated.

Extra Yardmasters worked as such in excess of five (5) consecutive days shall be paid one and one-half times the basic straight-time rate for work on either or both the sixth or seventh days, except where days off are being accumulated, but shall not have the right to claim work on such sixth or seventh days.

- 4.3 Where work is required to be performed by the Carrier on the rest day of an assignment or on a day which is not part of any assignment, it will be performed by the senior available extra or furloughed Yardmaster who would otherwise not have forty hours of work that week. In other instances it will be performed by the incumbent or in seniority order other available Yardmaster on his rest day.

- 4.4 Where relief assignments regularly consist of five (5) day per week relief Yardmaster positions will be established and filled in accordance with Article 8.3.

Where relief assignments regularly consist of four (4) days work per week, Relief Yardmaster positions providing for four (4) days work per week, may, by agreement with the General Chairman, be established and filled in accordance with Article 8.3. 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.

4.5 A regularly assigned Yardmaster transferring from one regular position to another regular position will assume, the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position.

Example: A Yardmaster transfers from position having Wednesday and Thursday as rest

days to position having Saturday and Sunday as rest days. 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 Friday of current week.

4.6 Nothing in this agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned Yardmaster where the work can be absorbed by other Yardmasters then on duty.

4.7 The days off of extra or unassigned Yardmasters need not be consecutive.

4.8 Any tour of duty worked by an extra or unassigned Yardmaster in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this agreement.

4.9 All existing guarantees shall be reduced to a basis of five days per week. Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.

4.10 Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees in the same seniority district.

ARTICLE 5
STARTING TIME

- 5.1 When three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:00 a.m. and 8:00 a.m.; the second 2:00 p.m. and 4:00 p.m.; and the third 10:00 p.m. and 12:00 midnight.
- 5.2 Where two shifts are worked in continuous service, the first shift may be started during anyone of the periods named in Article 5.1
- 5.3 Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:00 a.m. and 10:00 a.m. and the second not later than 10:00 p.m.
- 5.4 Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Article 5.1 or 5.3.
- 5.5 At points where only one Yardmaster is employed, he may be started at any time.
- 5.6 Except for meal period, Yardmasters will not be required to suspend work during regular hours, to reduce or absorb overtime.

ARTICLE 6
RATES OF PAY

6.1 Rates of pay for additional positions which may be created will be in conformity with the established rates for positions of same grade and like responsibility.

6.2 Basic rates of pay for Yardmasters shall be as follows:

-----HOURLY RATES OF PAY EFFECTIVE -----

1-1-05	1-1-06	1-1-07	1-1-08
25.16	25.66	26.17	26.69

Note: The 2% GWI effective January 1, 2005 will be deferred until December 31, 2005, to pay for Health and Welfare cost sharing contributions owed by the employees for the period between January 1, 2004 and December 31, 2004.

6.3 Relief and Extra Yardmasters who fill vacancies will receive the basic rate of the position they fill.

ARTICLE 7
DEADHEADING AND TRANSPORTATION

- 7.1 When a regular Yardmaster is required to fill a vacancy at other than his home terminal, or an extra Yardmaster is required to cover a position not protected by the extra board to which he is assigned, actual time deadheading to and from the assignment at pro rata rate will be allowed.
- 7.2 It is mutually agreed that the following shall apply in connection with providing transportation to Yardmasters holding regular relief positions, except where the positions constituting a relief assignment are confined to one city or terminal area (Capital District and Wilkes-Barre - Hudson District):
- (a) The carrier shall designate one of the offices included in the relief assignment as the home terminal of such assignment for transportation purposes.
 - (b) The carrier shall either provide transportation without charge or reimburse the employee for transportation cost between the home terminal and the locations of the other positions included in the relief assignment on such days as the employee performs service on such positions. "Transportation" means travel by train, bus, or private automobile, and "transportation cost" means established bus fare or automobile mileage allowance established by the carrier where automobile is used.

ARTICLE 8
SENIORITY

8.1 Except as otherwise agreed to between the Carrier and the General Chairman, seniority as Yardmaster shall date from the first day service is performed on a position under this Agreement, provided the employee is not disqualified by the Carrier prior to performing ninety (90) actual days of Yardmaster service.

8.2 Assignments to vacancies and new positions shall be based on fitness, ability and seniority. The Carrier will determine such qualifications after a thirty (30) day trial.

Yardmasters who are disqualified will be allowed to displace junior Yardmasters on their seniority district.

8.3 New positions and vacancies, permanent or temporary, will be advertised within a period of five (5) days after being established or becoming vacant, for a period of ten (10) days on the seniority district. Senior Yardmasters who make application for same will be assigned providing they possess the requisite qualifications and will be given thirty (30) days to qualify. Vacancies of less than thirty (30) days will not be advertised. Known vacancies of sixty (60) days or more will be advertised as permanent.

Applications to be made in duplicate, the original to the issuing officer with a copy to the Local Chairman. Copies of all bulletins and assignments will be sent to the Local Chairman.

8.4 When a regular or unassigned Yardmaster makes application for and is given a temporary position, he may make application for any permanent position that may be advertised during the time he remains on such temporary position.

If no permanent position is taken by him during this time, he will revert back to his regular position when the regular man returns or the position is advertised as permanent and filled by the man who bids it in.

8.5 Nothing in this article shall prevent any Yardmaster who bids in a permanent position from taking same when assignment is made.

8.6 When more than one vacancy occurs, Yardmasters will have a right to bid on all such vacancies, stating preference.

- 8.7 Vacancies shall be filled by Extra Yardmasters for the first three (3) days working first-in, first-out, except that an Extra Yardmaster covering a vacant position shall hold same until the regular incumbent returns to the position, or until it is advertised and filled, or until a regularly assigned Yardmaster in the same location is assigned to the position after the expiration of the first three (3) days.

Regularly assigned Yardmasters in the location where the vacancy occurs desiring to fill the vacancy must make written application for same during the first three (3) days and shall hold it until the regular man returns or until the position is advertised and filled. However, when it is known in advance that a vacancy - e.g. vacations, personal injury, vacant positions - will exist for more than three (3) days such vacancy may be filled as of the first day by the senior regularly assigned Yardmaster at that location as provided for in this paragraph.

If an Extra Yardmaster stands first-out for a vacancy on a position for which he is not qualified, he shall be taken off the extra board and not marked back on until the Extra Yardmaster who filled the vacancy returns to the extra board, except in case of emergency.

- 8.8 Yardmasters having established seniority as such must thereafter protect all Yardmaster service available to them; either regular assignment or extra work, or forfeit such seniority. However, a Yardmaster not working as such will not be required to relocate in order to hold work if a junior employee at the other location can fill the position or vacancy.

- 8.9 Seniority will be system in scope with prior rights. Seniority rosters as established on the effective date of this agreement will remain in effect. All Yardmasters will be placed in seniority order on the prior rights roster with the location of their prior rights division identified.

Employees acquiring Yardmaster seniority after the effective date of this Agreement will not have prior rights but will be identified on the roster as System Yardmasters with rights on all divisions.

The prior rights territories are as follows:

Division 1: Pennsylvania

Division 2: Binghamton - Buffalo - Mohawk - Mechanicville

Division 3: Capital District, Saratoga/Ft. Edward, Rouses Point

- 8.10 A Yardmaster absent by permission or on account of sickness, on returning to duty will have the right to displace any junior Yardmaster from a position if such position has been bid in during his absence, and have all the rights he would have had, had he been on duty.
- 8.11 Yardmasters now holding or who may be promoted to official or supervisory positions with the Carrier or official positions within the union, will retain and accumulate any seniority, provided they report for duty within sixty (60) days from the termination of their connection with such positions. A promoted Yardmaster reverting to the bargaining unit must revert to the position from which promoted unless abolished or held by a senior employee. In such instance the employee may exercise his seniority to displace a junior employee.

Effective October 1, 2002, Yardmasters accepting promotion to official or supervisory positions with the Carrier will retain and accumulate seniority provided they remit the required Maintenance of Membership Fee and report for duty within sixty (60) days from the termination of their connection with such position. Failure to timely remit will result in the forfeiture of Yardmaster seniority. A promoted Yardmaster reverting to the bargaining unit must revert to the position from which promoted unless abolished or held by a senior Yardmaster. In such instances, the Yardmaster may displace a junior Yardmaster.

Note: See Appendix 8, Letters of Understanding, Yardmaster Supplemental Displacement Agreement, dated November 18, 1998.

ARTICLE 9
CHANGE IN POSITIONS

- 9.1 In the event a position is abolished or its starting time is changed by two hours or more, the incumbent of such position may exercise his seniority and displace any Yardmaster his junior in service on the seniority territory. Yardmasters displaced by such exercise of seniority may likewise displace their juniors. If a Yardmaster so displaced is unable to displace another Yardmaster, he may exercise any rights he may have accumulated in some other class provided this is permissible under the Agreement with the Union holding contract rights with the Carrier covering the particular class.
- 9.2 Yardmasters displacing under this clause must make their choice within ten (10) days.