

## ARTICLE 20

### LEAVE OF ABSENCE

Article 18  
Section (a)  
as Revised 2/1/71

(a) (1) Except in cases of sickness or injury, Yardmen will not be granted leave of absence in excess of 90 days in any 12 months period, unless agreed to by the Carrier and General Chairman. Except as provided below for those absent because of being injured while on duty in this Carrier's service, Yardmen who are off more than 30 days, excluding vacation time paid for, will be required to secure written leave of absence or forfeit seniority. A Yardman who is absent because of being injured while on duty in this Carrier's service will automatically be considered to be on leave of absence for the duration of his disability from the time that he properly completes and submits to the Company the required "Accident Report" reporting his on-duty injury; provided, however, that the Carrier and/or the General Chairman, each 120 days, may require the absent Yardman to submit to either or both of them, a medical doctor's certificate attesting to the fact that the Yardman's continuing absence is the result of disability resulting from the reported on-duty injury.

Article 20 (Cont'd)

M/U - 8/1/65

(2) When an employe has been off more than thirty (30) days, excluding vacation time paid for, and has not secured a written leave of absence, that if and when he reports for service, he will be given a notice to appear for investigation and show cause as to why he should not be permanently removed from service.

Appendix 7

(b) When an employe is granted an annuity by the Railroad Retirement Board on account of permanent physical or mental disability, we will retain and continue to carry such employe on the seniority roster so long as such employe continues to receive such annuity or is disqualified by the Carrier due to physical or mental condition, except this will not apply:

(1) In case of any employe after they reach the age of 65 years.

(2) Where their employment relationship with this Carrier is severed.

(3) In case of dismemberment, including loss of one or both eyes, which would forever disqualify an employe from performing service in the craft where he holds seniority.

When an employe is granted an annuity, the position or job held by such employe shall be considered permanently vacated and so filled. Should the annuity of the employe later be terminated and the employe considered physically and mentally fit to return to service by the Carrier, the employe will be permitted to do so by exercising seniority on such position as he may be entitled to under the terms of agreement governing.

Article 18  
Section (b)

(c) Except through agreement between the Carrier and General Chairman, a yardman accepting outside employment while on leave of absence shall lose his seniority and be considered out of service.

Article 18  
Section (c)

(d) Yardmen accepting official positions with the Carrier shall hold and accumulate seniority rights while filling such positions.

Article 20 (Cont'd)

Article 19  
Section (a)

(e) Duly accredited representatives of employees employed exclusively by the Organization, party hereto, shall be considered as in the service of the Carrier on leave of absence and may return to former position or exercise their seniority rights provided they return to service within 30 days after released from such employment. Local Chairmen on Grievance Committee and Board of Adjustment will be furnished annual transportation on this Carrier's lines on request.

Article 19  
Section (b)

(f) Employees assigned to Railroad Associations handling arbitration, rate cases and matters of similar scope will be considered as on leave of absence and shall retain seniority rights, if asserted within 30 days after release from such employment.