

M E D I A T I O N A G R E E M E N T

THIS AGREEMENT, made this 27th Day of January, 1972, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGE INCREASES AND SPECIAL ADJUSTMENTS

(FOR OTHERS THAN DINING CAR STEWARDS AND YARDMASTERS)

Section 1 - First General Wage Increase

(a) Effective April 1, 1971, after application of the increases of 5.0% effective January 1, 1970 and 32¢ per hour effective November 1, 1970 under Public Law 91-541, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on March 31, 1971 shall be increased by an amount equal to 4.0%.

(b) In computing the increases for enginemen under paragraph (a) above, the standard basic daily rates of pay, and the standard mileage rates of pay, respectively, in effect on December 31, 1969 applicable in the following weight-on-drivers brackets:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- 250,000 and less than 300,000 pounds (separate computations covering five-day rates and other than five-day rates)

shall each first be increased by 5.0%, and shall next be increased by the equivalent of \$2.56 per basic day, and then the rates as so increased shall be further increased by 4.0%. The sum of the three increases so produced shall be added to each standard basic daily or mileage rate of pay in effect on December 31, 1969.

(c) The standard basic daily and mileage rates of pay produced by application of the increases provided for in this Section 1 are set forth in Appendix 1, which is a part of this Agreement.

Section 2 - Second General Wage Increase

(a) Effective October 1, 1971, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on September 30, 1971, shall be increased by an amount equal to 5.0%.

(b) In computing the percentage increases for enginemen under paragraph (a) above, 5.0% shall be applied to the standard basic daily and mileage rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily or mileage rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- 250,000 and less than 300,000 pounds (separate computations covering five-day rates and other than five-day rates)

(c) The standard basic daily and mileage rates of pay produced by application of the increase provided for in this Section 2 are set forth in Appendix 2, which is a part of this Agreement.

Section 3 - Special Adjustments for Road Engineers, Road Firemen and Road Conductors

(a) Effective January 27, 1972, all standard basic daily and mileage rates of pay of road engineers and road firemen produced by the application of Section 2 hereof shall be adjusted to the respective rates set forth in Appendix 3, which is a part of this Agreement.

(b) Effective January 27, 1972, all standard basic daily and mileage rates of pay of road conductors represented by the former Brotherhood of Railroad Trainmen shall be adjusted to the respective rates applicable to road conductors represented by the former Order of Railway Conductors and Brakemen, except that the differential between BRT rates applicable in the East and Southeast and those applicable in the West shall be preserved. The standard basic daily and mileage rates of pay produced by application of the special adjustment provided for in this Section 3(b) are set forth in Appendix 3, which is a part of this Agreement.

Section 4 - Third General Wage Increase

Effective April 1, 1972, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on March 31, 1972, shall be increased by an amount equal to 5.0%, computed and applied for enginemen in the same manner as the second general wage increase provided under Section 2 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 4, which is a part of this Agreement.

Section 5 - Fourth General Wage Increase

Effective October 1, 1972, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on September 30, 1972, shall be increased by an amount equal to 5.0%, computed and applied for enginemen in the same manner as the second general wage increase provided under Section 2 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 5, which is a part of this Agreement.

Section 6 - Fifth General Wage Increase

Effective January 1, 1973, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on December 31, 1972, shall be increased by the equivalent of 15¢ per hour or \$1.20 per basic day. The standard basic daily and mileage rates of pay produced by application of this increase and the special adjustment provided for in Section 7 are set forth in Appendix 6, which is a part of this Agreement.

Section 7 - Special Adjustment - Groundmen Without a Mileage Component in Their Assignments, Who are Therefore Paid on a Daily Basis

Effective January 1, 1973, after application of the increase provided for in Section 6 above, standard basic daily rates of pay of yard conductors (foremen), yard brakemen (helpers), and switchtenders, and daily rates of freight conductors, brakemen and flagmen who are without a mileage component in their assignments and are therefore paid on a daily basis, shall be increased by an additional \$1.00. The standard basic daily rates of pay produced by the application of the increase provided for in Section 6 and this special adjustment are set forth in Appendix 6, which is a part of this Agreement.

Section 8 - Sixth General Wage Increase

Effective April 1, 1973, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on March 31, 1973, shall be increased by the equivalent of 10¢ per hour or 80¢ per basic day. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 7, which is a part of this Agreement.

Section 9 - Application of Wage Increases

(a) (i) In engine service, all arbitraries, miscellaneous rates or special allowances, based upon mileage, hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be increased commensurately with the wage increases provided for in this Article I.

(ii) In train and yard ground service, arbitraries, miscellaneous rates or special allowances, including those expressed in terms of miles, as provided in the schedules or wage agreements, shall be increased under this Agreement in the same manner as heretofore increased under previous wage agreements.

(b) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(c) Daily earnings minima shall be increased by the amount of the respective daily increases.

(d) Standard monthly rates and money monthly guarantees in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates and money monthly guarantees shall be so adjusted that differentials existing as of December 31, 1969 shall be preserved.

(e) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be increased in the same proportion as the daily rate for the class of service involved is increased.

(f) Existing money differentials above existing standard daily rates shall be maintained.

(g) In local freight service, the same differential in excess of through freight rates shall be maintained.

(h) The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282.

(i) In computing the increases in rates of pay effective April 1, 1971 under Section 1 for firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional \$.40" effective July 1, 1968, the 4% increase shall be applied to daily rates in effect March 31, 1971 exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in applying the increases of 5.0% effective October 1, 1971, April 1, 1972 and October 1, 1972, respectively. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional \$.40" to standard basic through freight rates of pay are set forth in Appendices 1 through 7.

Note: For firemen, daily rates effective April 1, 1971 shall be determined by adding to each daily rate in effect on December 31, 1969 the Public Law 91-541 increases of 5% and \$2.56 per day and the April 1, 1971 increase of 4%, computing such increases on the rate applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds exclusive of the local freight differential and any other money differential above standard daily rates.

(j) **Other than standard rates:**

(i) Existing basic daily and mileage rates of pay other than standard shall be increased, effective as of the effective dates specified in Sections 1 through 8 hereof, by the same respective percentages and amounts as set forth therein, computed and applied in the same manner; except that the special adjustment for road engineers and firemen provided in Section 3 hereof shall not serve to increase other-than-standard rates of pay of engineers and firemen in road service which already include the equivalent of the adjustment provided in Section 3.

(ii) The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282.

(iii) Daily rates of pay, other than standard, of firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increased by 4.0% effective April 1, 1971 and by 5.0% effective October 1, 1971, April 1, 1972, and October 1, 1972, computed and applied in the same manner as provided in paragraph (i) above.

(k) **Coverage -**

All employees who had an employment relationship after December 31, 1969, shall receive the amounts to which they are entitled under this Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have voluntarily left the service of the carrier other than to retire or who have failed to respond to call-back to service to which they were obligated to respond under applicable rules agreements. Should any claims arise from persons coming under the exception, they must be filed with the carrier within 90 days of the date of this Agreement, in which case they will be disposed of in accordance with this Agreement without cost to the UTU.

ARTICLE II - WAGE INCREASES FOR DINING CAR STEWARDS AND YARDMASTERS

Effective April 1, 1971, after application of the increases of 5.0% effective January 1, 1970 and 32¢ per hour effective November 1, 1970 under Public Law 91-541, all basic monthly rates of pay of dining car stewards and yardmasters represented by the UTU in effect on March 31, 1971 shall be increased by 4.0%.

The rates produced by such increase shall be further increased as follows:

Effective October 1, 1971 - 5.0%
Effective April 1, 1972 - 5.0%
Effective October 1, 1972 - 5.0%
Effective January 1, 1973 -
 Dining car stewards - \$27.00 per month
 Yardmasters - \$30.00 per month
Effective April 1, 1973 -
 Dining car stewards - \$18.00 per month
 Yardmasters - \$20.00 per month

This Article II is subject to the provisions of Section 9(k) - Coverage - of Article I of this Agreement.

ARTICLE III - VACATIONS

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 for Section 1 as previously amended, substituting the following Section 2 for Section 2 as previously amended, and substituting the following Section 9 for Section 9 as previously amended:

Section 1 (a) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall

be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - In dining car service, for service performed on and after July 1, 1949 - each 7½ hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1 (g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(L) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service rendered compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Note: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard

service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

ARTICLE IV - HOLIDAYS

Effective January 1, 1973, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964, as amended, is hereby amended to designate Veterans Day as a ninth paid holiday and to add it to the list of enumerated holidays now provided in such Agreement, as amended.

ARTICLE V - JURY DUTY

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973.

ARTICLE VI - SWITCHING LIMITS

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1. Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2. Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VII - INTERCHANGE

Section 1. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

Section 2. If road crews referred to in Section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication.

This is not intended to require the purchase of radios weighing less than three pounds.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

ARTICLE IX - ROAD-YARD MOVEMENTS

Section 1. Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: one straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Section 2. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employees hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

ARTICLE XI - EXPENSES AWAY FROM HOME

Section 1. Effective on the date of this Agreement, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Section 2. Effective 15 days after the date of this Agreement the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

ARTICLE XII - INTERDIVISIONAL SERVICE

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service subject to the following procedure.

Section 1. With respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended the carriers may proceed as follows:

- (a) A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than 2 such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than 3 separate proposed operations.

- (b) A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Railway Company and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the carrier's letter of intent, and reach an agreement if possible. The Railway Company and the General Chairman or General Chairmen may each designate representatives to serve on the "Task Force."
- (c) During a period of 30 days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs but if the parties are unable to agree, at the end of the 30-day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs (e) and (f).
- (d) Subsequent to the 30-day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the carrier on the basis of working conditions referred to in Section 3 for a test period of 60 days.
- (e) At the end of the 60-day test period referred to in paragraph (d) the parties will hold conferences for the purpose of negotiating an agreement to cover the operation of the interdivisional assignments.
- (f) If the parties have not reached agreement within 30 days following the 60-day test period, the matter will be submitted to the ranking labor relations officer of the Railway Company and a vice president of the UTU for disposition. If not disposed of within 30 days by them, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in paragraph (a).

Section 2. With respect to runs which an individual carrier proposes to operate through a home terminal or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedures will be followed:

- (a) The carrier may serve notice of intent to establish a rule under which such runs may be established. Within 10 days of receipt of such notice by the organization, its authorized representatives and those of

the carrier shall meet for the purpose of establishing conditions, consistent with the minimum requirements of Section 3 of this article, to be included in such a rule. If agreement is not reached by those representatives within 90 days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such conditions.

The Task Force shall consist of 1 member to be appointed by the management of the individual carrier, 1 member appointed by the organization and 1 neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which such runs may be established consistent with the minimum requirements of Section 3 of this Article shall be made within 180 days of this notice of intent.

In its decision the Task Force shall include among other matters decided the provisions set forth in Article XIII of this Agreement for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule, and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

- (b) Upon establishment of the rule provided for in paragraph (a) above the carrier may serve a letter of intent on each affected General Chairman of its intention to establish such runs. The carrier may have no more than 2 letters of intent pending concurrently and each letter of intent may involve no more than 3 proposed operations. Within ten days of the date of the letters of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree within 30 days of the date of the letter of intent, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within 60 days of each letter of intent provided for herein.

Section 3. Reasonable and practical conditions shall govern the establishment of the runs described above including but not limited to the following:

- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.
- (d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

Section 4. Interdivisional, interseniority district, intradivisional or intraseniority district service in effect on the date of this Agreement is not affected by this rule.

Section 5. The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Agreement.

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This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE XIII - PROTECTION OF EMPLOYEES

The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article

VII - Interchange, Article IX - Road-Yard Movements, and Article XII - Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

Section 1. Definitions.

Wherever used in this Article, unless the context requires otherwise:

- (a) **"Implementation"** means the application and implementation of the provisions of Article VII - Interchange, Article IX - Road-Yard Movements, or Article XII - Interdivisional Service of this Agreement.
- (b) **"Displaced Employee"** means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.
- (c) **"Dismissed Employee"** means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.
- (d) **"Protective Period"** for employees covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

- (e) **"Protective Period"** for employees covered by Section 2(b) of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

Section 2. Coverage.

(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

- (1) Employees adversely affected directly or indirectly by an Implementation of Article XII - Interdivisional Service.
- (2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)
- (3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII - Interchange.
- (4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII - Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX - Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a)(4) of this Section and the foregoing.

Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreement, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance.

A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

Section 6. Fringe Benefits.

No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 7. Seasonal Fluctuations and Declines in Business.

(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall,

within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

Section 9.

Any Displaced Employee required to change his residence because of the Implementation of Article XII - Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Section 10.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

ARTICLE XIV - STANDING COMMITTEE

It is hereby agreed that the parties signatory to this Agreement will establish within 60 days of the date of this Agreement a Standing Committee as proposed by Emergency Board No. 178 consisting of two partisan members representing the Carriers, two partisan members representing the Organization and a disinterested Chairman.

If the partisan members of the Standing Committee cannot agree on the Chairman within the 60-day period, the partisan members shall request the Chairman of the National Mediation Board and/or the Secretary of Labor to confer with the members and within 90 days of the date of this Agreement select such disinterested Chairman. The Standing Committee, as so constituted, shall determine the procedures under which it will operate, with the understanding such procedures will not include arbitration procedures unless agreed upon by the partisan members of the Standing Committee.

The life of the Standing Committee shall extend over the terms of this Agreement, at which time it will be terminated unless continued by mutual agreement of the partisan members. The Standing Committee may be terminated at any time by mutual agreement of the partisan members.

The following items shall be considered by the Committee:

- Basis of pay
- Car-Scale additives
- Elimination of arbitraries applicable to road and yard employees
- Mileage holddown
- Road-yard proposals not disposed of in this Agreement
- Reduction of work month for dining car stewards
- Overtime in passenger service
- Time and one-half for working during vacation periods
- Sick leave pay
- Elimination of hostlers
- Paid holidays for employees not now eligible for paid holidays

ARTICLE XV - GENERAL PROVISIONS

Section 1 - Court Approval

This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

Section 2 - Effect of This Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in settlement of the disputes growing out of notices served upon the carriers listed in Exhibit A

by the UTU (E-C-T-S) dated on or about October 20, 1969 and November 20, 1969 and proposals served by the carriers for concurrent handling therewith.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect until July 1, 1973 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to January 1, 1973 (not to become effective before July 1, 1973) any notice or proposal for changing any matter contained in this Agreement, including those matters referred to the Standing Committee, and any pending notices which propose such matters are hereby withdrawn. These matters include the following subjects:

- Wage adjustments
- Vacations
- Holidays
- Jury service
- Switching limits and switching service for new and other industries
- Interchange service
- Use of communication systems
- Road/yard movements
- Combining road and yard seniority
- Expenses away from home
- Interdivisional, interseniority district, intradivisional and/or intraseniority district service
- Employee protection except future mergers, consolidations or coordinations
- Basis of pay
- Car-scale additives
- Arbitrarities applicable to road and yard employees
- Mileage holddown
- Road-yard proposals not disposed of in this Agreement
- Reduction of work month for dining car stewards
- Overtime in passenger service
- Time and one-half for working during vacation periods
- Sick leave pay
- Elimination of hostlers
- Paid holidays for employees not now eligible for paid holidays

(d) Nothing in the foregoing, however, will prevent the handling of the items by the Standing Committee as provided for in Article XIV of this Agreement.

(e) This Article will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D. C., THIS 27TH DAY OF JANUARY, 1972.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY
THE UNITED TRANSPORTATION UNION:

/s/ William H. Dempsey
Chairman

/s/ Al H. Chesser

/s/ C. A. Ball

/s/ C. F. Lane

/s/ F. K. Day, Jr.

/s/ J. W. Jennings

/s/ T. C. DeButts

/s/ Q. C. Gabriel

/s/ G. L. Farr

/s/ W. R. Meyers

/s/ J. J. Maher

/s/ C. E. Mervine, Jr.

/s/ Earl Oliver

/s/ O. H. Osborn

/s/ George S. Paul

/s/ G. M. Seaton, Jr.

WITNESS:

/s/ George S. Ives
Chairman
National Mediation Board

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. Al H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

We have received from the Pay Board a copy of the resolution of the Board respecting the wage increases provided for in the agreement executed January 27, 1972, by the UTU and the carriers. The Pay Board, in approving the 1972 increases, advised that prenotification by the carriers should contain a showing that the work rules changes "are being implemented in accordance with the applicable provisions of the agreement." We will, of course, see to it that there is proper prenotification, and we will join with the UTU in supplying whatever information may be required to satisfy the Board's condition.

As to the 1973 wage package which is within the Board's current guidelines and as to which the Board has not attached any such conditions, we will prenotify and submit to the Board whatever documents may be required.

Yours very truly,

/s/ William H. Dempsey
Chairman

EXECUTIVE OFFICE OF THE PRESIDENT
PAY BOARD
Washington, D.C. 20508

January 25, 1972

Mr. William Dempsey, Chairman
National Railway Labor Conference
1225 Connecticut Avenue, N.W.
Washington, D.C. 20036

Dear Mr. Dempsey:

This is to inform you that on January 25, 1972, the Pay Board adopted the following resolution:

Resolved:

1. That the agreement between the United Transportation Union and the railroads by the National Railway Labor Conference is an existing agreement by definition.
2. That the Pay Board, pursuant Section 201.13(b) of existing Pay Board regulations, approves wage and salary increases scheduled to have become effective April 1, 1971 and October 1, 1971, pursuant to terms of the agreement.
3. That the Board takes notice of the changes in work rules covered by the agreement and recognizes that encouragement of increases in productivity is in the National interest; and
4. That the Board intends to approve deferred increases in wages and salaries for the year 1972 under terms of the agreement provided that on the prenotification dates required for such increases, the work rules changes covered by the agreement are being implemented in accordance with the applicable provisions of the agreement.

Sincerely,

/s/ Jerome K. Tankel
Executive Secretary

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. Al H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

Proposals I and J of Attachment "A" to the Section 6 Notices served by the Carriers for concurrent handling with the UTU proposals of November 20, 1969, are hereby withdrawn without prejudice to the rights or liabilities of either party in regard to the unilateral promulgation of these proposals on certain Carriers on or after July 16, 1971.

Withdrawal of these proposals by the Carriers will not prejudice or jeopardize the position of any of the parties in the handling of Section 6 Notices Nos. 1 and 3 served on the Carriers by the then Brotherhood of Locomotive Firemen and Enginemen (now the United Transportation Union (E)) on or about November 15, 1965, and Carrier proposals served for handling concurrently therewith.

Yours very truly,

/s/ William H. Dempsey

ACCEPTED:

/s/ Al H. Chesser

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. Al H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

This will confirm our understanding that the increase in rates of pay effective April 1, 1971, provided by Section 1 of Article I of the Agreement of January 27, 1972, and as set forth in Appendix 1 thereto, shall not in any way affect the positions or rights of the parties with respect to the rates and basis of pay in effect during the period of the promulgation and implementation of the Carriers' work rules between 6:00 a.m. July 16, 1971, local time, and 12:01 p.m. August 2, 1971, except that the 4% increase effective April 1, 1971 will apply to the promulgated rates of pay.

Yours very truly,

/s/ William H. Dempsey

ACCEPTED:

/s/ Al H. Chesser

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. A. H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

In accordance with our understanding, this is to confirm that the carriers will make all reasonable efforts to make the retroactive increase payments provided for in the Agreement signed today as soon as possible.

If a carrier finds it impossible to make the permissible retroactivity payments within sixty days, it is understood that such carrier will notify you in writing as to why such payments have not been made and indicate when it will be possible to make such retroactive payments.

Yours very truly,

/s/ William H. Dempsey
Chairman

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. Al H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

This has reference to the Letters of Understanding with the former ORC&B, BLF&E and B of RT in connection with the application of "the additional \$.40" increase in daily rates provided for in the last previous agreements. The paragraph in those letters of understanding dealing with the application of "the additional \$.40" generally reads as follows:

"It is intended that the daily rate increase of 'an additional \$.40' will apply, on each individual railroad, to the rates of pay of conductors, flagmen and brakemen employed in the types of road service in which on such railroad holiday pay under Article I, Section 2 of the Agreement of June 25, 1964 is presently applied. Such increase will not apply to any type of passenger service."

This is to advise that the word "presently" as underlined above was not intended to preclude the application of "the additional \$.40" to any employee represented by your organization who became eligible for holiday pay under the provisions of Article I, Section 2 of the June 25, 1964 Agreement by reason of developments subsequent to the dates of such Letters of Understanding.

Yours very truly,

/s/ William H. Dempsey

ACCEPTED:

/s/ Al H. Chesser

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. Al H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

This has reference to Article XI - Expenses Away From Home - of the Agreement signed today.

It is understood that if an extra man used to fill a vacancy at an outlying point, who comes within the operation of Article XI, after completing a tour of duty is held over for a second tour of duty which is to commence more than four hours after the completion of his first tour of duty, he will be provided lodging or an allowance in lieu thereof under Article II, Section 1 of the June 25, 1964 Agreement. He will continue to be provided such lodging or allowances (but not more than one such allowance for each 24-hour period at the outlying point) if he is thereafter so held over for one or more subsequent tours of duty.

Yours very truly,

/s/ William H. Dempsey

ACCEPTED:

/s/ Al H. Chesser

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

January 27, 1972

Mr. A. H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

It is understood and agreed that Article X of the Agreement of January 27, 1972, Combining Road and Yard Seniority, requires implementing agreements on the individual railroads.

Yours very truly,

/s/ William H. Dempsey
Chairman

EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT OCTOBER 20 AND NOVEMBER 20, 1969, SERVED BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION (E), (C), (T) AND (S), OF DESIRE TO CHANGE AGREEMENTS TO THE EXTENT INDICATED IN ATTACHMENTS NOS. 1 THERETO, AND PROPOSALS SERVED BY THE RAILROADS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union (E), (C), (T) and/or (S), as indicated by "x" inserted in the appropriate column(s) below:

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Akron and Barberton Belt RR	x		x	
Akron, Canton and Youngstown RR	x		x	
Alton and Southern Railway	x		x	
Ann Arbor Railroad	x		x	
Atchison, Topeka & Santa Fe RY	x	x	x	
Atlanta and West Point RR - The Western Railway of Alabama	x	x	x	
Atlanta Joint Terminals	x		x	
Baltimore and Ohio Railroad	1-x	2-3-x	3-x	
Baltimore and Ohio Chicago Terminal RR	x		x	
Bangor and Aroostook Railroad	x		x	
Bauxite and Northern Railway	x		x	
Belt Railway Company of Chicago			x	
Bessemer and Lake Erie Railroad	x		x	
Birmingham Southern Railroad	x			
*Boston and Maine Corporation	x		x	
Brooklyn Eastern District Terminal			x	
Buffalo Creek Railroad	x			x
Burlington Northern, Inc.	4-x	5-x	4-x	6-x
Butte, Anaconda and Pacific RY	x		x	
Camas Prairie Railroad	7-x	x	x	x
Canadian National Railways, Great Lakes Region, Lines in the United States			x	
St. Lawrence Region, Lines in the United States			x	
Central of Georgia Railway	x	x	x	x
*Central RR Company of New Jersey		x	x	
Central Vermont Railway, Inc.	x		x	
Chesapeake and Ohio Railway	x	x	x	
Chicago and Eastern Illinois RR	x		x	
Chicago and Illinois Midland RY	x		x	
Chicago and Western Indiana Railroad	x		x	

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Chicago, Milwaukee, St. Paul and Pacific Railroad	x	x	x	
Chicago Produce Terminal Company			x	
Chicago River and Indiana Railroad			x	
Chicago, Rock Island and Pacific RR	x		x	x
Chicago Short Line Railway	x		x	
Chicago South Shore and South Bend RR	x		8-x	
Chicago Union Station Company			x	
Chicago, West Pullman and Southern RR	x		x	
Cincinnati Union Terminal Company	x		x	
Clinchfield Railroad	9-x	9-x	9-x	9-x
Colorado and Southern Railway		x	x	
Columbia and Cowlitz Railway	x		x	
Davenport, Rock Island and North Western Railway	x			x
Delaware and Hudson Railway	x	x	x	
Denver and Rio Grande Western RR	x	x	x	x
Des Moines Union Railway	x			x
Detroit and Toledo Shore Line RR	x		x	
Detroit Terminal Railroad			x	
Detroit, Toledo and Ironton Railroad	x		x	
Duluth, Missabe and Iron Range RY	x	10-x	x	
Duluth, Winnipeg and Pacific RY	x		x	
East St. Louis Junction Railroad	x		x	
Elgin, Joliet and Eastern Railway	x			
Erie Lackawanna Railway	x		x	
Fort Worth and Denver Railway	x		x	x
Galveston, Houston and Henderson RR	x		x	
Galveston Wharves	x			
Georgia Railroad		x	x	
Grand Trunk Western Railroad	11-x	x	x	
Green Bay and Western Railroad	x		x	
Gulf, Mobile and Ohio Railroad	x	x	x	
Houston Belt and Terminal Railway			x	
Illinois Central Railroad	x	x	x	
Illinois Northern Railway	x		x	
Illinois Terminal Railroad	x		x	
Indiana Harbor Belt Railroad	x		x	
Indianapolis Union Railway	x			x
Jacksonville Terminal Company	x		x	
Joint Texas Division of CRI&P-FW&D RY	x	x	x	
Kansas City Southern Railway	x	x	x	
Kansas City Terminal Railway	x		x	x
Kentucky and Indiana Terminal Railroad	x		x	
Lake Superior Terminal and Transfer RY	x			x
Lake Terminal Railroad			x	
Lehigh and Hudson River Railway	x		x	
Lehigh and New England Railway	x	x	x	

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
*Lehigh Valley Railroad	x	x	x	
Longview, Portland and Northern RY	x		x	
Los Angeles Junction Railway	x		12-x	x
Louisiana and Arkansas Railway	x	x	13-x	
Louisville and Nashville Railroad	14-x	x	x	
Maine Central Railroad	x	x	x	
Portland Terminal Company	x		x	
Manufacturers Railway	x		x	
McKeesport Connecting Railroad	x			
Minneapolis Eastern Railway			x	
Minneapolis, Northfield and Southern RY	x		x	
Minnesota, Dakota and Western Railway	15-x		x	
Minnesota Transfer Railway	x		x	
Missouri-Kansas-Texas Railroad	x	x	x	
Missouri Pacific Railroad	x	x	x	
Missouri-Illinois Railroad	x	x	9-x	
Monongahela Railway	x	x	x	
Montour Railroad	x		x	
Newburgh and South Shore Railway			x	
New Orleans Public Belt Railroad	x			x
New Orleans Union Passenger Terminal	x		x	
New York and Long Branch Railroad			x	
New York, Susquehanna and Western RR	x	x	x	
Norfolk and Portsmouth Belt Line RR			x	
Norfolk Southern Railway	x	x	x	
Norfolk and Western Railway, Atlantic and Pocahontas Regions, including Sandusky Line;	x	x	x	
Lines of Former New York, Chicago & St. Louis RR;	x	x	x	
Lines of former Pittsburgh & West Virginia Ry.;	x		x	
Lines of Former Wabash RR., East and West of Detroit	x	x	x	
Northampton and Bath Railroad	x		x	
Northwestern Pacific Railroad		x	x	
Ogden Union Railway and Depot Company	x		x	
Oregon, California and Eastern RY	x	x		
*Penn Central Transportation Company	16-x	17-x	18-x	
Pennsylvania-Reading Seashore Lines	x		x	
Peoria and Pekin Union Railway	x		x	
Pittsburgh & Shawmut Railroad	x		x	
Pittsburgh and Lake Erie Railroad, including Lake Erie and Eastern RR	x	x	x	
Pittsburgh Chartiers & Youghioghney RY	x		x	

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Portland Terminal Railroad Company	x			x
Port Terminal Railroad Association	x		x	
Quannah, Acme and Pacific Railway	x		x	
*Reading Company	x	x	x	
Richmond, Fredericksburg and Potomac Railroad, including Potomac Yard		x	x	
St. Joseph Terminal Railroad	x		x	
St. Louis-San Francisco Railway	x	x	x	
Northeast Oklahoma District			x	
Alabama, Tennessee & Northern Dist.	x		x	
St. Louis Southwestern Railway	x		x	
Saint Paul Union Depot Company	7-x			7-x
San Diego and Arizona Eastern RY		x	x	
Seaboard Coast Line Railroad	x	x	x	
Soo Line Railroad	x	x	x	
Southern Pacific Transportation Company, Pacific Lines	19-x	x	x	20-x
Texas and Louisiana Lines	x	x	21-x	x
Southern Railway	x	x	x	
Alabama Great Southern Railroad, including former New Orleans & Northeastern Railroad	x	x	x	x
Cincinnati, New Orleans and Texas Pacific Railway, including former Harriman & Northeastern Railway	x	x	x	
Georgia Southern and Florida RY	x	x	x	
New Orleans Terminal Company	x		x	
St. Johns River Terminal Company	x		x	
South Omaha Terminal Railway	x		x	
Spokane International Railroad	x	x		x
Staten Island Railroad Corporation			x	
Terminal RR Association of St. Louis	x		x	
Texas and Pacific Railway	22-x	22-x	22-x	
Fort Worth Belt Railway	x			
New Orleans and Lower Coast RR	x		x	
Texas-New Mexico Railway	x			
Texas Mexican Railway	x		x	
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans				x
Toledo, Peoria and Western Railroad	x		x	
Toledo Terminal Railroad	x			
Union Pacific Railroad	x	x	x	
Union Terminal Company (Dallas)	x			
Union Terminal RY - St. Joseph Belt RY	x		x	
Washington Terminal Company	x		x	
Western Maryland Railway	x		x	
Western Pacific Railroad		x	x	x
Wichita Terminal Association	x		x	
Youngstown and Northern Railroad	x			
Youngstown and Southern Railway			x	

NOTES: -

- * - Subject to approval of the Courts.
- 1 - Authorization also covers Engineers and Firemen on the Strouds Creek and Muddlety Territory and the Curtis Bay Railroad
- 2 - Authorization also covers Conductors and Trainmen on the Strouds Creek and Muddlety Territory.
- 3. - Authorization also covers Conductors and Trainmen on the BR&P Territory.
- 4. - Item D of the Carrier's counterproposals was not served on the organization covering employees of the former King Street Passenger Station and the former Northern Pacific Railway.
- 5. - Item D of the Carrier's counterproposals was not served on the organization covering employees of the former Northern Pacific Railway.
- 6. - Authorization covers only employees of the former Great Northern Railway.
- 7. - Carrier did not serve Item D of counterproposals on the organization.
- 8. - Authorization is confined to the negotiation of the November 20, 1969 notice. (The notice served on the Carrier by the organization was dated November 26, 1969.)
- 9. - Organization did not serve the November 20, 1969 notice on the Carrier.
- 10. - Authorization covers Outside Terminal Yard Conductors in addition to Road Conductors on the Carrier's Missabe Division.
- 11. - Authorization applies only to one engineer on the former MR&N Railroad, Muskegon, Michigan.
- 12. - Authorization covers Yardmasters, only.
- 13. - Authorization applies to Brakemen on Texas Subdivision, Yardmen at Greenville, Texas and New Orleans, Louisiana, and Engine Foremen at Baton Rouge, Louisiana.
- 14. - Authorization covers the Monon Division, only.
- 15. - Both notices served by the organization on the Carrier on December 8, 1969.
- 16. - Authorization includes Engineers on Canada Division but does not include Firemen and Hostlers on the Louisville and Jeffersonville Bridge and Railroad.
- 17. - Authorization includes Road Conductors on the former New York Central Railroad only, except on the Canada Division.
- 18. - Authorization includes Road Conductors on the Canada Division; Yardmasters on the Canada Division, and employees of the former New York, New Haven and Hartford Railroad.
- 19. - Authorization includes former El Paso & Southwestern System and Nogales, Arizona, Yard.
- 20. - Authorization includes former El Paso & Southwestern System.
- 21. - Authorization excludes Dining Car Stewards.
- 22. - Authorization includes the former Kansas, Oklahoma and Gulf Railway.

FOR THE CARRIERS:

FOR THE UNITED TRANSPORTATION UNION:

/s/ William H. Dempsey/s/ C. F. Lane

Washington, D.C.,
January 27, 1972

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

October 31, 1973

Mr. Al H. Chesser
President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

This will confirm our understanding that the preamble paragraph of Article III - Vacations of the January 27, 1972 Agreement, Mediation Case No. A-8830, should read as follows:

"Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 for Section 1 as previously amended, substituting the following Section 2 for Section 2 as previously amended, and substituting the following amended Section 9:"

and that Section 9, referred to in such paragraph, should read as follows:

"Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

"Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service."

Yours very truly,

/s/ William H. Dempsey

ACCEPTED:

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

November 7, 1973

Mr. Al H. Chesser
President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

Section 9 of Article III - Vacations of the January 27, 1972 Agreement reads as follows:

"Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th." (Underscoring added)

I understand that the underscoring portion of Section 9 quoted above, was added to that Section of the operating employees Vacation Agreement dated April 29, 1949 as a result of the five-day work week provisions and that its application was circumscribed to the effectuation of the five-day work week. For some reason, in the National Agreements entered into in 1953-1954, the language in question was not associated with Section 9 but, rather, was included as a part of Section 2 of the Vacation Agreement. This continued to be the case until the January 27, 1972 Agreement was negotiated at which time the language once again was made a part of Section 9 of the Vacation Agreement. Through an apparent oversight, however, its application was not circumscribed to the effectuation of the five-day work week.

We believe that the attached letter of understanding will correct this oversight. If you agree, will you please sign the attached copy of this letter and return it to me for my file.

Yours very truly,

/s/ William H. Dempsey