

UTU
April 27, 1973

AGREEMENT

DATED APRIL 27, 1973

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
UNITED TRANSPORTATION UNION

A G R E E M E N T

THIS AGREEMENT, made this 27th day of April, 1973, 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 - GENERAL WAGE INCREASE

Section 1 - Employees Other Than Dining Car Stewards and Yardmasters

(a) Effective January 1, 1974, all standard basic daily and mileage rates of pay of employees represented by the United Transportation Union in effect on December 31, 1973 shall be increased by an amount equal to 4.0%.

(b) In computing the increase for enginemen under paragraph (a) above, 4.0% shall be applied to the standard basic daily rates of pay, and 4.0% shall be applied to the standard mileage rates of pay, respectively, 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) Application of Wage Increase

(i) (a) 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 increase provided for in this Article I.

(b) 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.

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

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

(iv) 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, 1973 shall be preserved.

(v) 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.

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

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

(viii) 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 on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required.

(ix) In computing the increases in rates of pay effective January 1, 1974 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 4.0% increase shall be applied to daily rates in effect December 31, 1973 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 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 Appendix 1.

(x) Other than standard rates:

(a) Existing basic daily and mileage rates of pay other than standard shall be increased effective January 1, 1974 by 4.0%, computed and applied in the same manner as the standard rates were determined.

(b) 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 on locomotives on which under the former National Diesel Agreement of 1950 would have required firemen.

(c) 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 January 1, 1974, computed and applied in the same manner as provided in paragraph (ix) above.

(d) 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 - Dining Car Stewards and Yardmasters

Effective January 1, 1974, all basic monthly rates of pay of dining car stewards and yardmasters represented by the United Transportation Union in effect on December 31, 1973 shall be increased by 4.0%.

ARTICLE II - COST-FREE UNION DUES DEDUCTION AGREEMENT

Within 60 days following request by the organization, each railroad party to this Agreement and the organization signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement, the parties on the individual railroads will negotiate a union dues deduction agreement), effective with the first calendar month following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

1. Deductions will be limited to periodic union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.

2. No costs will be charged against the organization or the affected employees in connection with the dues deduction agreement.

3. Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be reexecuted and may be continued in effect subject to their terms and conditions.

4. The dues deduction amounts may not be changed more often than once every three months.

5. The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.

6. The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:

Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the carrier by the individual.

7. In the event there is insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.

8. The carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local unit each month. Such lists will include the employee's name, Social Security number or pay roll identification number, and the amount of union dues deducted from the pay of each employee.

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Any committee now having a dues deduction agreement may retain such agreement in its entirety unless and until the provisions of the introductory paragraph of this Article II are implemented.

ARTICLE III - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating 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 dispute growing out of notice served upon the carriers listed in Exhibit A by the United Transportation Union (E-C-T-S) dated on or about January 4, 1973.

(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 through December 31, 1974 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 July 1, 1974 (not to become effective before January 1, 1975) any notice or proposal for changing any matter contained in:

(1) this Agreement,

(2) Section 2(c) of Article XV of the Agreement of January 27, 1972, except that notices may be served regarding vacations and holidays so long as they do not relate to length of paid vacations in excess of the maximum provided in the national agreement, or, number of paid holidays in excess of the maximum provided in the national agreement,

(3) the list of items referred to the Standing Committee by Article XIV of the Agreement of January 27, 1972, except as hereinafter provided in paragraph (d) of this Section 2, or regarding,

(4) bereavement or funeral pay

and any pending notices which propose such matters are hereby withdrawn.

(d) The parties to this Agreement will continue in effect during the term of this Agreement the Standing Committee established by Article XIV of the Agreement of January 27, 1972, including the procedures worked out by the parties. However, if either party signatory to this Agreement decides that the Standing Committee procedure should no longer be continued, the carriers or the union may serve national (but not local) Section 6 notices on the matters enumerated in said Article XIV of the January 27, 1972 Agreement.

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

ARTICLE IV - RAILROAD RETIREMENT AMENDMENTS CONTINGENCY

This Agreement is contingent upon the enactment of legislation accomplishing the purposes specified in Appendix 2 attached hereto and hereby made a part hereof.

SIGNED AT WASHINGTON, D. C. THIS 27th DAY OF APRIL, 1973.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY
THE UNITED TRANSPORTATION UNION:

William H. Dempsey
Chairman

A. N. Chesser

E. Ball

Jud A. Nardin

T. K. Day, Jr

J. E. Burke

J. C. DeButts

J. W. Jennings

G. Han

H. T. Lehner

J. P. Jones

Geo. Bark

J. J. Mahan

C. Emerine, Jr

Earl Oliner

George B. Paul

G. M. Seaton, Jr

APPENDIX 1

STANDARD BASIC DAILY AND MILEAGE RATES OF PAY

As of January 1, 1974

LOCOMOTIVE ENGINEERS (MOTORMEN) -- PASSENGER SERVICE

WEIGHT ON DRIVERS (pounds)	Standard Basic Daily and Mileage Rates	
	Daily Rates	Mileage Rates
Less than 80,000	\$40.29	35.19¢
80,000 and less than 100,000	40.29	35.19
100,000 and less than 140,000	40.38	35.28
140,000 and less than 170,000	40.46	35.36
170,000 and less than 200,000	40.55	35.45
200,000 and less than 250,000	40.64	35.54
250,000 and less than 300,000	40.72	35.62
300,000 and less than 350,000	40.81	35.71
350,000 and less than 400,000	40.89	35.79
400,000 and less than 450,000	40.98	35.88
450,000 and less than 500,000	41.07	35.97
500,000 and less than 550,000	41.15	36.05
550,000 and less than 600,000	41.24	36.14
600,000 and less than 650,000	41.32	36.22
650,000 and less than 700,000	41.41	36.31
700,000 and less than 750,000	41.49	36.39
750,000 and less than 800,000	41.58	36.48
800,000 and less than 850,000	41.66	36.56
850,000 and less than 900,000	41.75	36.65
900,000 and less than 950,000	41.83	36.73
950,000 and less than 1,000,000	41.92	36.82
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof - Add alternately	\$.08 and \$.09	.08¢ and .09¢
MOTOR OR ELECTRIC CARS in Multiple or Single Unit	\$40.55	35.45¢
Daily Earnings Minimum	\$41.81	

Standard Basic Daily and Mileage Rates of Pay - As of January 1, 1974

LOCOMOTIVE ENGINEERS (MOTORMEN) -- THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS (pounds)	Standard Basic Daily and Mileage Rates	
	Daily Rates	Mileage Rates
Less than 140,000	\$44.01	38.51c
140,000 and less than 200,000	44.44	38.94
200,000 and less than 250,000	44.61	39.11
250,000 and less than 300,000	44.76	39.26
300,000 and less than 350,000	44.91	39.41
350,000 and less than 400,000	45.12	39.62
400,000 and less than 450,000	45.33	39.83
450,000 and less than 500,000	45.54	40.04
500,000 and less than 550,000	45.75	40.25
550,000 and less than 600,000	45.93	40.43
600,000 and less than 650,000	46.11	40.61
650,000 and less than 700,000	46.29	40.79
700,000 and less than 750,000	46.47	40.97
750,000 and less than 800,000	46.65	41.15
800,000 and less than 850,000	46.83	41.33
850,000 and less than 900,000	47.01	41.51
900,000 and less than 950,000	47.19	41.69
950,000 and less than 1,000,000	47.37	41.87
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof	Add \$.18	Add .18c

Note: Minimum daily earnings

established by Article III(b) of Agreement of October 14, 1955 - \$45.52

Differential for Engineers Working Without Firemen

For engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required, a uniform differential of \$4.00 per basic day and 4c per mile for miles in excess of 100 will be added to the above rates (in addition to the local freight differential if applicable).

LOCOMOTIVE ENGINEERS (MOTORMEN) -- YARD SERVICE

WEIGHT ON DRIVERS (pounds)	Standard Basic Daily Rates	
	Six- or Seven- Day Work Week	Five-Day Work Week
Less than 500,000	\$44.22	\$50.49
500,000 and less than 550,000	44.43	50.74
550,000 and less than 600,000	44.61	50.96
600,000 and less than 650,000	44.79	51.17
650,000 and less than 700,000	44.97	51.39
700,000 and less than 750,000	45.15	51.61
750,000 and less than 800,000	45.33	51.82
800,000 and less than 850,000	45.51	52.04
850,000 and less than 900,000	45.69	52.25
900,000 and less than 950,000	45.87	52.47
950,000 and less than 1,000,000	46.05	52.69
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof	Add \$.18	Add \$.215

Differential for Engineers Working Without Firemen

For engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required, a uniform differential of \$4.00 per basic day will be added to the above rates.

Standard Basic Daily and Mileage Rates of Pay - As of January 1, 1974

LOCOMOTIVE FIREMEN (HELPERS) -- PASSENGER SERVICE

WEIGHT ON DRIVERS (pounds)	Standard Basic Daily and Mileage Rates	
	Daily Rates	Mileage Rates
Less than 80,000	\$36.04	31.71¢
80,000 and less than 100,000	36.13	31.80
100,000 and less than 140,000	36.21	31.88
140,000 and less than 170,000	36.39	32.06
170,000 and less than 200,000	36.47	32.14
200,000 and less than 250,000	36.56	32.23
250,000 and less than 300,000	36.56	32.23
300,000 and less than 350,000	36.64	32.31
350,000 and less than 400,000	36.73	32.40
400,000 and less than 450,000	36.82	32.49
450,000 and less than 500,000	36.90	32.57
500,000 and less than 550,000	36.99	32.66
550,000 and less than 600,000	37.07	32.74
600,000 and less than 650,000	37.15	32.82
650,000 and less than 700,000	37.23	32.90
700,000 and less than 750,000	37.31	32.98
750,000 and less than 800,000	37.39	33.06
800,000 and less than 850,000	37.47	33.14
850,000 and less than 900,000	37.55	33.22
900,000 and less than 950,000	37.63	33.30
950,000 and less than 1,000,000	37.71	33.38
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof	Add \$.08	Add .08¢
Daily Earnings Minimum	\$37.38	

Standard Basic Daily and Mileage Rates of Pay - As of January 1, 1974

LOCOMOTIVE FIREMEN (HELPERS) -- THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS (pounds)	Standard Basic Daily and Mileage Rates	
	Daily Rates	Mileage Rates
Less than 140,000	\$38.30	33.68c
140,000 and less than 200,000	38.65	34.03
200,000 and less than 250,000	38.82	34.20
250,000 and less than 300,000	38.99	34.37
300,000 and less than 350,000	39.26	34.64
350,000 and less than 400,000	39.34	34.72
400,000 and less than 450,000	39.50	34.88
450,000 and less than 500,000	39.66	35.04
500,000 and less than 550,000	39.82	35.20
550,000 and less than 600,000	39.98	35.36
600,000 and less than 650,000	40.14	35.52
650,000 and less than 700,000	40.30	35.68
700,000 and less than 750,000	40.46	35.84
750,000 and less than 800,000	40.62	36.00
800,000 and less than 850,000	40.78	36.16
850,000 and less than 900,000	40.94	36.32
900,000 and less than 950,000	41.10	36.48
950,000 and less than 1,000,000	41.26	36.64
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof	Add \$.16	Add .16c

Note: Minimum daily earnings
established by Article III(b) of Agreement of October 14, 1955 - \$39.72

LOCOMOTIVE FIREMEN (HELPERS) -- YARD SERVICE,
AND HOSTLERS AND HOSTLER HELPERS

YARD SERVICE: WEIGHT ON DRIVERS (pounds)	Standard Basic Daily Rates	
	Six- or Seven- Day Work Week	Five Day Work Week
Less than 140,000	\$38.51	\$42.96
140,000 and less than 200,000	38.64	43.11
200,000 and less than 250,000	38.81	43.32
250,000 and less than 300,000	38.98	43.52
300,000 and less than 350,000	39.25	43.85
350,000 and less than 400,000	39.33	43.94
400,000 and less than 450,000	39.49	44.13
450,000 and less than 500,000	39.65	44.33
500,000 and less than 550,000	39.81	44.52
550,000 and less than 600,000	39.97	44.71
600,000 and less than 650,000	40.13	44.90
650,000 and less than 700,000	40.29	45.09
700,000 and less than 750,000	40.45	45.29
750,000 and less than 800,000	40.61	45.48
800,000 and less than 850,000	40.77	45.67
850,000 and less than 900,000	40.93	45.86
900,000 and less than 950,000	41.09	46.05
950,000 and less than 1,000,000	41.25	46.25
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof	Add \$.16	Add \$.19
HOSTLING SERVICE: OCCUPATION		
Outside Hostler	\$39.29	\$43.96
Inside Hostler	38.20	42.64
Outside Hostler Helper	37.24	41.41

Standard Basic Daily and Mileage Rates of Pay - as of January 1, 1974

CONDUCTORS AND TRAINMEN - PASSENGER SERVICE AND THROUGH FREIGHT SERVICE

	Daily Rate		Mileage Rate	
	Under agreements held by former			
	ORC&B-All Regions; BRT-East, Southeast	BRT-Western Region	ORC&B-All Regions; BRT-East, Southeast	BRT-Western Region
PASSENGER CONDUCTORS AND TRAINMEN				
			For miles in excess of 150	
Conductors	\$41.12	\$41.05	24.04¢	24.00¢
Assistant Conductors - Ticket Collectors	37.30	37.23	21.99	21.94
Brakemen and Flagmen	35.96	35.89	21.15	21.12
Train Baggage-men	36.24	36.17	21.33	21.29
THROUGH FREIGHT CONDUCTORS				
			For miles in excess of 100	
Basic rates	\$39.90	\$39.84	34.98¢	34.89¢
Rates including car scale additives provided by the agreement of May 26, 1955:				
Less than 81 cars	\$40.25	\$40.19	35.33¢	35.24¢
81 to 105 cars	40.90	40.84	35.98	35.89
106 to 125 cars	41.30	41.24	36.38	36.29
126 to 145 cars	41.55	41.49	36.63	36.54
146 to 165 cars	41.65	41.59	36.73	36.64
166 cars and over	*	*	**	**
THROUGH FREIGHT BRAKEMEN AND FLAGMEN				
			For miles in excess of 100	
Basic rates	\$35.87	\$35.81	31.65¢	31.58¢
Rates including car scale additives provided by the agreement of May 26, 1955:				
Less than 81 cars	\$36.22	\$36.16	32.00¢	31.93¢
81 to 105 cars	36.87	36.81	32.65	32.58
106 to 125 cars	37.27	37.21	33.05	32.98
126 to 145 cars	37.52	37.46	33.30	33.23
146 to 165 cars	37.62	37.56	33.40	33.33
166 cars and over	*	*	**	**

*Add 20¢ for each additional block of 20 cars or portion thereof.
**Add 0.20¢ for each additional block of 20 cars or portion thereof.

Standard Basic Daily and Mileage Rates of Pay - as of January 1, 1974

CONDUCTORS AND TRAINMEN - LOCAL FREIGHT SERVICE AND YARD SERVICE

	Daily Rate		Mileage Rate for miles in excess of 100	
	Under agreements held by former			
	ORC&B-All Regions; BRT-East, Southeast	BRT- Western Region	ORC&B-All Regions; BRT-East, Southeast	BRT- Western Region
LOCAL FREIGHT CONDUCTORS				
Basic rates	\$40.46	\$40.40	35.54c	35.45c
Rates including car scale additives provided by the agreement of May 26, 1955:				
Less than 81 cars	\$40.81	\$40.75	35.89c	35.80c
81 to 105 cars	41.46	41.40	36.54	36.45
106 to 125 cars	41.86	41.80	36.94	36.85
126 to 145 cars	42.11	42.05	37.19	37.10
146 to 165 cars	42.21	42.15	37.29	37.20
166 cars and over	*	*	**	**
LOCAL FREIGHT BRAKEMEN AND FLAGMEN				
Basic rates	\$36.30	\$36.24	32.08c	32.01c
Rates including car scale additives provided by the agreement of May 26, 1955:				
Less than 81 cars	\$36.65	\$36.59	32.43c	32.36c
81 to 105 cars	37.30	37.24	33.08	33.01
106 to 125 cars	37.70	37.64	33.48	33.41
126 to 145 cars	37.95	37.89	33.73	33.66
146 to 165 cars	38.05	37.99	33.83	33.76
166 cars and over	*	*	**	**
Minimum daily earnings: Conductors	\$41.16	\$41.09		
Brakemen, Flagmen	37.00	36.94		
Established by Article II(b) of ORC&B Agreement of December 21, 1955, and by Article II(b) of BRT Agreement of October 4, 1955, supplemented December 21, 1955.				

*Add 20c for each additional block of 20 cars or portion thereof.

**Add 0.20c for each additional block of 20 cars or portion thereof.

FIVE-DAY YARD SERVICE	
Occupation	Daily Rate
Yard Conductors (Foremen)	\$47.75
Yard Brakemen (Helpers)	44.79
Switchtenders	41.69

Standard Daily Rates of Pay - As of January 1, 1974

LOCOMOTIVE FIREMEN IN SHORT LOCAL FREIGHT SERVICE
ON RUNS OF 100 MILES OR LESS
WHICH ARE THEREFORE PAID ON A DAILY BASIS WITHOUT A MILEAGE COMPONENT

Rates produced by application of the standard local freight differential
of 43c per basic day, and the special increase under
Article II(c) of the September 14, 1968 Agreement,
to standard basic through freight rates of pay

WEIGHT ON DRIVERS (pounds)	Daily Rates
Less than 140,000	\$39.28
140,000 and less than 200,000	39.63
200,000 and less than 250,000	39.80
250,000 and less than 300,000	39.97
300,000 and less than 350,000	40.24
350,000 and less than 400,000	40.32
400,000 and less than 450,000	40.48
450,000 and less than 500,000	40.64
500,000 and less than 550,000	40.80
550,000 and less than 600,000	40.96
600,000 and less than 650,000	41.12
650,000 and less than 700,000	41.28
700,000 and less than 750,000	41.44
750,000 and less than 800,000	41.60
800,000 and less than 850,000	41.76
850,000 and less than 900,000	41.92
900,000 and less than 950,000	42.08
950,000 and less than 1,000,000	42.24
1,000,000 pounds and over: For each additional 50,000 pounds or fraction thereof	\$.16

Standard Daily Rates of Pay - as of January 1, 1974

FREIGHT CONDUCTORS AND TRAINMEN
WITHOUT A MILEAGE COMPONENT IN THEIR ASSIGNMENTS

	Standard Basic Daily Rates in Through Freight Service without a Mileage Component ^a		Standard Daily Rates in Short Local Freight Service ^b	
	Under agreements held by former			
	ORC&B-All Regions; BRT-East, Southeast	BRT- Western Region	ORC&B-All Regions; BRT-East, Southeast	BRT- Western Region
FREIGHT CONDUCTORS				
Basic rates	\$40.94	\$40.88	\$42.06	\$41.98
Rates including car scale additives provided by the agreement of May 26, 1955:				
Less than 81 cars	\$41.29	\$41.23	\$42.41	\$42.33
81 to 105 cars	41.94	41.88	43.06	42.98
106 to 125 cars	42.34	42.28	43.46	43.38
126 to 145 cars	42.59	42.53	43.71	43.63
146 to 165 cars	42.69	42.63	43.81	43.73
166 cars and over	*	*	*	*
FREIGHT BRAKEMEN AND FLAGMEN				
Basic rates	\$36.91	\$36.85	\$37.90	\$37.84
Rates including car scale additives provided by the agreement of May 26, 1955:				
Less than 81 cars	\$37.26	\$37.20	\$38.25	\$38.19
81 to 105 cars	37.91	37.85	38.90	38.84
106 to 125 cars	38.31	38.25	39.30	39.24
126 to 145 cars	38.56	38.50	39.55	39.49
146 to 165 cars	38.66	38.60	39.65	39.59
166 cars and over	*	*	*	*

* Add 20¢ for each additional block of 20 cars or portion thereof.

- a. Applicable to freight conductors and trainmen paid through freight rates who are without a mileage component in their assignments and are therefore paid on a daily basis. Rates produced by application of the special adjustment of \$1.00 per day under Article I, Section 7 of the January 27, 1972 Agreement to standard basic through freight rates of pay.
- b. Applicable where local freight rates are paid to conductors and trainmen 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. Rates produced by application of the standard local freight differential of 56¢ per basic day for conductors and 43¢ per basic day for brakemen and flagmen, the special increase of \$.40 per day under Article II, Section 1(c) of the March 19, 1969 Agreement and Article II(c) of the July 17, 1968 Agreement, and the special adjustment of \$1.00 per day under Article I, Section 7 of the January 27, 1972 Agreement, to standard basic through freight rates of pay.

Railroad Retirement Legislation

The carriers and the railway labor unions will jointly support legislation which will accomplish the following:

(a) The temporary benefit increases of 1970, 1971 and 1972 (P.L. 91-377, P.L. 92-46, and P. L. 92-460, respectively) scheduled to expire June 30, 1973, will be extended through December 31, 1974.

(b) A joint Standing Committee consisting of members representing the railway labor unions and the carriers will be established to consider all of the matters relating to restructuring the Railroad Retirement System, including but not limited to such matters as financing the deficiencies, dual Railroad Retirement and Social Security benefits, adoption of a two tier system (i.e., a Social Security tier and a supplementary Railroad Retirement tier), restructuring of the benefit formulas, consideration of any matters considered by the Commission on Railroad Retirement, and any other subjects which the parties may propose. The joint Standing Committee will report to the Congress by July 1, 1974. If the joint Committee can not agree on a joint report and recommendations, the railway labor unions and the carriers will submit ex parte reports to the Congress by July 1, 1974.

(c) The Railroad Retirement Tax Act to be amended to provide that commencing October 1, 1973 the employers will assume the 4.75% of the employee taxable compensation in excess of the 5.85% employee Social Security tax (a maximum of \$42.75 per employee per month in 1973, and a maximum of \$47.50 per employee per month in 1974.)

(d) The Railroad Retirement Act to be amended to provide that commencing July 1, 1974 employees with 30 years of service and attained age of 60 may retire without actuarial reduction in their annuities.

(e) If during the period July 1, 1973 through December 31, 1974 the Social Security Act is amended to provide for increased benefits, the dollar amount of such benefit increases will be "passed through" to the Railroad Retirement benefit structure effective on the same date or dates the Social Security benefits are increased.

(f) Except as specifically provided herein, neither the carriers nor the railway labor unions will propose or support legislation seeking changes in benefit levels or new types of benefits to become effective prior to January 1, 1975.

EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE FOR THE PURPOSE OF NEGOTIATING AN AGREEMENT ON PROPOSED LEGISLATIVE CHANGES IN THE RAILROAD RETIREMENT ACT AND THE RAILROAD RETIREMENT TAX ACT WITH THE UNITED TRANSPORTATION UNION; AND IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 4, 1973, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION (E), (C), (T) AND (S), OF DESIRE TO REVISE AGREEMENTS TO THE EXTENT INDICATED IN ATTACHMENT 1 THERETO.

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 & Barberton Belt Railroad	x		x	
Akron, Canton & Youngstown Railroad	x		x	
Alton & Southern Railway	x		x	
Ann Arbor Railroad	x		x	
Atchison, Topeka and Santa Fe Railway	x	x	x	
Atlanta and West Point Rail Road - The Western Railway of Alabama	x	x	x	
Atlanta Joint Terminals	x		x	
Baltimore and Ohio Railroad	1-x	2-x	3-x	
Baltimore and Ohio Chicago Terminal Railroad	x		x	
Bangor and Aroostook Railroad	x		x	
Belt Railway Company of Chicago			x	
Bessemer and Lake Erie Railroad	x		x	
Birmingham Southern Railroad	x			
Brooklyn Eastern District Terminal			x	
Burlington Northern, Inc.	x	x	x	x
Butte, Anaconda & Pacific Railway	x		x	
Camas Prairie Railroad	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 Railroad	x	x	x	x
Central Vermont Railway, Inc.	x		x	
Chesapeake and Ohio Railway	x	x	x	
Chicago & Eastern Illinois Railroad	x		x	
Chicago & Illinois Midland Railway	x		x	
Chicago and North Western Transportation Company	x	x	x	x
Chicago and Western Indiana Railroad	x			
Chicago, Milwaukee, St. Paul and Pacific Railroad	x	x	x	
Chicago Produce Terminal Company			x	
Chicago, Rock Island and Pacific Railroad	x		x	x
Chicago Short Line Railway	x		x	
Chicago South Shore and South Bend Railroad	x		x	
Chicago Union Station Company			x	
Chicago, West Pullman & Southern Railroad	x		x	
Clinchfield Railroad	x	x	x	x

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Colorado and Southern Railway		x	x	
Columbia & 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 Railroad	x	x	x	x
Des Moines Union Railway	x			x
Detroit & Toledo Shore Line Railroad	x		x	
Detroit Terminal Railroad			x	
Detroit, Toledo and Ironton Railroad	x		x	
Duluth, Missabe and Iron Range Railway	x	x	x	
Duluth, Winnipeg and Pacific Railway	x		x	
Elgin, Joliet and Eastern Railway	x			
*Erie Lackawanna Railway	x		x	
Fort Worth and Denver Railway	x		x	x
Georgia Railroad		x	x	
Grand Trunk Western Railroad	4-x	x	x	
Green Bay and Western Railroad	x		x	
Houston Belt & Terminal Railway			x	
Illinois Central Gulf 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 Railroad and FW&D Railway	x	x	x	
Kansas City Southern Railway	x	x	x	
Kansas City Terminal Railway	x		x	x
Kentucky & Indiana Terminal Railroad	x		x	
Lake Superior Terminal and Transfer Railway	x			x
Lake Terminal Railroad			x	
Longview, Portland & Northern Railway	x		x	
Longview Switching Company	x		x	
Los Angeles Junction Railway	x			x
Louisiana & Arkansas Railway	x	x	x	
Louisville and Nashville Railroad	5-x	6-x	6-x	
Maine Central Railroad	x	x	x	
Portland Terminal Company	x		x	
Manufacturers Railway	x		x	
McKeesport Connecting Railroad	x			
Minneapolis, Northfield and Southern Railway	x		x	
Minnesota, Dakota & Western Railway	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	x	
Monongahela Railway	x		x	
Montour Railroad	x		x	
Newburgh and South Shore Railway			x	
New Orleans and Lower Coast Railroad	x		x	
New Orleans Public Belt Railroad	x			x

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
New Orleans Union Passenger Terminal			x	
New York, Susquehanna & Western Railroad	x	x	x	
Norfolk and Portsmouth Belt Line Railroad			x	
Norfolk and Western Railway	x	x	x	
Norfolk Southern Railway	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 Railway	x	x	x	
Peoria and Pekin Union Railway	x		x	
Pittsburg & Shawmut Railroad	x		x	
Pittsburgh & Lake Erie Railroad, The Lake Erie & Eastern Railroad	x		x	
Pittsburgh, Chartiers & Youghiogheny Railway	x		x	
Portland Terminal Railroad Company				x
Port Terminal Railroad Association	x		x	
Quanah, Acme and Pacific Railway	x		x	
Richmond, Fredericksburg and Potomac Railroad, including Potomac Yard		x	x	
St. Joseph Terminal Railroad	x		x	
St. Louis-San Francisco Railway	7-x		8-x	
St. Louis Southwestern Railway	x		x	
San Diego & Arizona Eastern Railway		x	x	
Seaboard Coast Line Railroad	x	x	x	
Soo Line Railroad	x	x	x	
Southern Pacific Transportation Company (Pacific Lines and Texas and Louisiana Lines)	9-x	x	x	10-x
Southern Railway	x	x	x	
Alabama Great Southern Railroad	x	x	x	x
Cincinnati, New Orleans & Texas Pacific Railway	x	x	x	
Georgia Southern & Florida Railway	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 Railroad Association of St. Louis	x		x	
Texas and Pacific Railway	x	x	x	
Abilene & Southern Railway		x	x	
Fort Worth Belt Railway	x		x	
Texas-New Mexico Railway	x	x	x	
Weatherford, Mineral Wells and Northwestern Railway		x	x	
Texas Mexican Railway	x		x	
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans				x
Toledo, Peoria and Western Railroad Company	x		x	
Toledo Terminal Railroad	x		x	

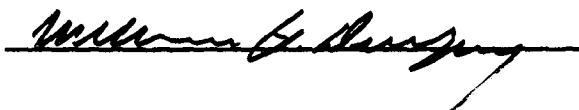
RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Union Depot Company, Columbus, Ohio				x
Union Pacific Railroad	x	x	x	
Union Terminal Railway-St. Joseph Belt Railway	x		x	
Washington Terminal Company	x		x	
Western Maryland Railway	x		x	
Western Pacific Railroad		x	x	x
Wichita Terminal Association	x		x	
Yakima Valley Transportation Company			x	
Youngstown and Northern Railroad	x			
Youngstown & Southern Railway			x	

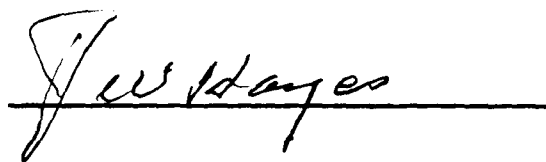
NOTES: -

- * - Subject to the approval of the Courts.
- 1 - Authorization includes former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtis Bay Railroad.
- 2 - Authorization includes former BR&P Territory and former Strouds Creek and Muddlety Territory.
- 3 - Authorization includes former BR&P Territory and the Curtis Bay Railroad.
- 4 - Authorization applies only to one Engineer on the former MR&N Railroad, Muskegon, Michigan.
- 5 - Authorization covers the Monon Division only.
- 6 - Authorization includes the NC&StL, Monon and C&EI Divisions.
- 7 - Authorization includes AT&N District.
- 8 - Authorization includes AT&N and NEO Districts.
- 9 - Authorization includes former El Paso & Southwestern System and Nogales, Arizona, Yard.
- 10 - Authorization includes former El Paso & Southwestern System.

FOR THE CARRIERS:

FOR THE
UNITED TRANSPORTATION UNION:





Washington, D. C.,
April 26, 1973.

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N W WASHINGTON D C 20036 AREA CODE 202-659-9320

WILLIAM H DEMPSEY, Chairman M E PARKS, Vice Chairman
H E GREER, Director of Research J F GRIFFIN, Administrative Secretary D P LEE, General Counsel

April 27, 1973

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

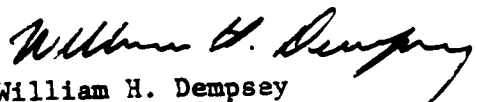
Dear Mr. Chesser:

Referring to Article I, Section 1(c)(ix) of the Agreement signed today:


It is intended that in any case in which it may be determined, under the procedures of Section 3 of the Railway Labor Act, that the daily rate increase of "an additional \$.40" which became effective July 1, 1968 under national ORC&B, BLF&E and BRT agreements, should apply to specified types of road service in which standard rates of pay were in effect, such rates of pay will be increased, effective with the effective date of such determination, in the same amount as if such rates had been increased under Article I, Section 1(c)(ix) of the Agreement signed today and the corresponding provisions of the Agreement of January 27, 1972 and of the last previous ORC&B, BLF&E and BRT agreements.

In any such case in which other-than-standard rates of pay were in effect, such rates will be increased, effective with the effective date of such determination, in the same amount as if such rates had been increased under Article I, Section 1(c)(x)(c) of the Agreement signed today and the corresponding provisions of the Agreement of January 27, 1972 and of the last previous ORC&B, BLF&E and BRT agreements.

Yours very truly,


William H. Dempsey

ACCEPTED:


Al H. Chesser President
United Transportation Union

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W. WASHINGTON, D. C. 20036 AREA CODE 202-659-9320

WILLIAM H. DEMPSEY, Chairman M. E. PARKS, Vice Chairman
H. E. GREER, Director of Research J. F. GRIFFIN, Administrative Secretary D. P. LEE, General Counsel

April 27, 1973

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

Dear Mr. Chesser:

This will confirm our understanding in connection with Article II of the Agreement dated April 27, 1973, that deductions under that Article may cover items such as life insurance, or similar items, which are standard organizational deductions under established practice.

Yours very truly,


William H. Dempsey

ACCEPTED:


Al H. Chesser, President
United Transportation Union

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman
H. E. GREER, Director of Research

M. E. PARKS, Vice Chairman
J. F. GRIFFIN, Administrative Secretary

D. P. LEE, General Counsel

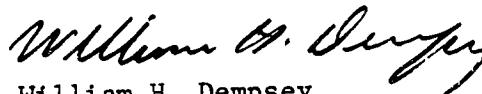
April 27, 1973

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

Dear Mr. Chesser:

This will confirm our understanding reached in current negotiations that the moratorium provisions of the Agreement do not preclude the serving of local notices to correct conditions with respect to suitable lodging accommodations as provided in individual agreements; provided, however, that no such local notices will be served for the purpose of changing the amount of allowance being paid in lieu of lodging, nor the qualifying conditions for eligibility for away from home expenses.

Yours very truly,


William H. Dempsey

ACCEPTED: