

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 renders 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
- Arbitrariness 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 & Youghioghenny 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:

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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)

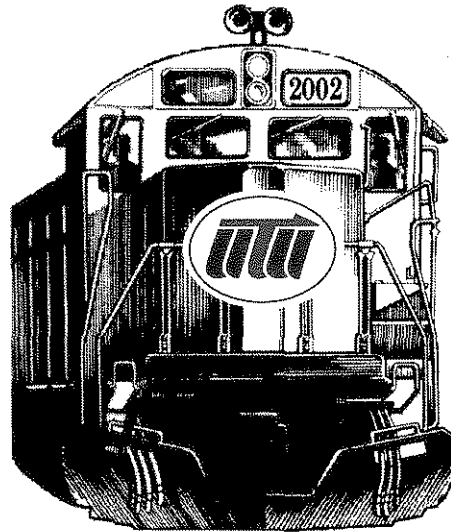
I understand that the underscored portion of Section 9 quoted above, was added to that Section of the operating employees Vacation Agreement dated April 29, 1949 as a result of the five-day work week provisions and that its application was circumscribed to the effectuation of the five-day work week. 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

**NATIONAL  
MANNING AGREEMENT  
BETWEEN RAILROADS REPRESENTED BY THE  
NATIONAL CARRIERS'  
CONFERENCE COMMITTEE**



**AND THEIR EMPLOYEES REPRESENTED BY THE  
UNITED TRANSPORTATION UNION**

**NMB CASE NO. A-8381  
AS AMENDED**

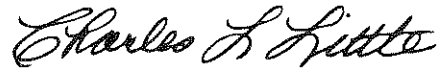
October 1999

Dear Brothers and Sisters:

These Agreements are testament to the dedicated efforts of the Officers and Chairpersons who obtained them and those Officers and Chairpersons who continue to fight for the rights of all engine and train service members today.

As rail labor heads into the twenty-first century, UTU will remain at the forefront and continue to proactively pursue the interests of our members.

Fraternally yours,

A handwritten signature in cursive script, reading "Charles L. Little". The signature is written in black ink and is positioned below the phrase "Fraternally yours,".

International President

DATED JULY 19, 1972  
AND AMENDED AUGUST 25, 1978  
AND OCTOBER 31, 1985

### MEDIATION AGREEMENT

THIS AGREEMENT, made this 19th day of July, 1972, by and between the participating carriers listed on 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:

#### Firemen

The craft or class of firemen (helpers) shall be eliminated through attrition except to the extent necessary to provide the source of supply for engineers and for designated passenger firemen, hostler and hostler helper positions. Trainmen shall become the source of supply for these positions as hereinafter provided.

(From Mediation Agreement, Case No. A-11471)  
Dated October 31, 1985

### ARTICLE I - EMPLOYMENT OF FIREMEN (HELPERS)

Section 1. Each carrier shall employ and maintain a force of firemen (helpers) on each seniority district adequate to accomplish the following:

(a) For fulfilling needs arising as the result of assignments and vacancies, temporary or otherwise, in designated passenger service and in hostler, hostler-helper service, pursuant to mileage or other regulating factors on individual carriers and in accordance with Article IV of this Agreement.

(b) For training, qualification and promotion to the craft of locomotive engineers to meet the operating needs of the carrier. To this end the number of firemen (helpers) to be employed shall be determined on the basis of the carrier's operating needs for locomotive engineers on each seniority district as determined in accordance with Section 3 of this Article.

Section 2. A carrier will not be precluded from employing firemen (helpers) in addition to those in Section 1 above.

Section 3. Pursuant to paragraph (b) of Section 1 of this Article, the following determinations will be made on each seniority district on each carrier:

(a) Determinations of the number of employees required on each seniority district will be based on the maximum applicable regulating factor for each class of service contained in the rules on each carrier relating to increasing or decreasing the force of locomotive engineers.

NOTE: For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than 26 days per month.

(FROM AUGUST 25, 1978 AMENDMENT)

(b) Determinations will be made at three months' intervals (or comparable periods if necessary to conform to payroll periods) and will be based on the averages for the twelve months ending with the last month of each three months' determination period.

(c) The first determination period will cover the 12 months ending June 30, 1972. The UTU(E) General Chairman or his designated representative(s) will be notified of the results of that determination within 60 days after the effective date of this Agreement.

(d) Subsequent determinations will cover twelve months' periods ending on the last day of the third month (or comparable period) following the end of the previous determination period. The UTU(E) General Chairman or his designated representative(s) will be notified of the results of each determination within 30 days after the close of each period.

(e) The number of employees required as of each determination period will be based on engineer service during the twelve months' period as follows:

Passenger service

Total hours paid for multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Freight service

Total hours paid for plus one-half overtime hours, multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Yard service

Total hours paid for plus one-half overtime hours, divided by 8.

The results thus obtained shall be divided by the maximum applicable regulating factor as provided in paragraph (a) of this Section 3. The sum of employees thus determined will be increased by 10% to cover vacations and layoffs.

NOTE: As used in this paragraph, the term 'total hours paid for' includes all straight time hours paid for including hours paid for while working during scheduled vacation periods and the basic day's pay for holidays as such, all overtime hours paid for including overtime paid for working on holidays, and the hourly equivalent of arbitraries and special allowances provided for in the schedule agreements. The term does not include the hourly equivalent of vacation allowances or



allowances in lieu of vacations, or payments arising out of violations of the schedule agreement.

(f) If the number of engineers in active service at the end of a determination period, plus the number of firemen in active service and on furlough at the end of that determination period is equal to or in excess of the number of engineers determined as provided in paragraph (e) of Section 3 of this Article, no additional firemen (helpers) need be employed. If the number of engineers and firemen (helpers) in active service and on furlough at the end of the determination period is less than the number of engineers determined as provided in paragraph (e) of this Section 3, the required number of firemen (helpers) necessary to meet the requirements will be employed and placed in service within 30 days after the date by which the UTU(E) General Chairman or his designated representative(s) must be notified of the results of the determination.

NOTE: As used in this paragraph, the term "active service" refers to all employees holding seniority as engineer or fireman (helper) on the last day of a determination period, exclusive of:

- (1) Employees who on the last day of a determination period were unavailable for service because they were on official positions with the carrier or labor organization, disabled, under suspension or dismissal for disciplinary reasons or on extended leave for any other purpose, and as to whom it can be established will be unavailable for service throughout the next determination period.
- (2) Firemen (helpers) required for passenger service and hostler and hostler-helper service as set forth in paragraph (a) of Section 1 of this Article.
- (3) Firemen (helpers) holding seniority on the date of this Agreement who under agreements, rules, practices and court opinions are not promotable, or are otherwise ineligible to perform service as engineer, including but not limited to fixtures, restricted, physically disqualified and disciplined firemen (helpers). This paragraph does not contemplate the exclusion of firemen (helpers) who are ineligible to perform service as an engineer because they have not yet attained the experience or training requirements necessary for certification as an engineer.

(g) When a carrier notifies the UTU(E) General Chairman or his designated representative(s) of the results of each determination, the General Chairman or his designated representative(s) will at the same time be furnished the calculations and supporting data referred to in this Section; and the carrier shall on request give to such UTU(E) General Chairman or his designated representative(s) access to the original records of the carrier from which such calculations and supporting data are drawn.

(h) If the UTU(E) General Chairman or his designated representative(s) disagrees with a carrier's determination made pursuant to Section 3 of this Article, he may within 15 days of receipt thereof advise the carrier in writing and request a meeting to discuss such determination. A meeting for that purpose will be held within 10 days of receipt of request. In event of failure of the carrier to meet within the time limits prescribed, or if the dispute is not resolved at such meeting, upon request of the UTU(E) General Chairman to the carrier's highest appeals officer, they will meet within 15 days of receipt of such request to discuss the matter. In event of failure of the carrier to meet within the time limits prescribed, or if the dispute is not resolved at such meeting, either party may submit the dispute to the Board as set forth in Article IX. Such submission shall be made within 60 days of the date of the meeting or, if no meeting is held, within 75 days of receipt of the General Chairman's request for a meeting.

## ARTICLE II - SENIORITY, PAY AND TRAINING

Section 1. All firemen (helpers) hired subsequent to the date of this Agreement shall rank on the firemen (helpers) roster in accordance with governing agreements on individual carriers. Such firemen (helpers) shall be trained and qualified for promotion to the craft of locomotive engineer in accordance with the training program between the UTU(E) and the carrier.

Section 2. All firemen (helpers), hostlers and hostler helpers shall be paid at the rate specified for the service performed, and shall be governed by the rules provided in existing agreements covering firemen (helpers), hostlers and hostler helpers.

Section 3. The duties performed by firemen (helpers) are not changed by this Agreement. However, existing agreement rules which impose restrictions on work or duties which can be performed by a fireman (helper) in connection with the movement of the locomotive or train to which he is assigned are hereby referred to a Standing Committee. The Standing Committee will be comprised of two members, one to be named by the Carriers and one to be named by the Organization.

## ARTICLE III - EMPLOYMENT PROTECTION AND EXERCISE OF SENIORITY

Section 1. Firemen (helpers) whose seniority as such was established prior to November 1, 1985 shall have the right to exercise their seniority on assignments on which, under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), the use of firemen (helpers) would have been required, and on available hostler and hostler helper assignments subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When their services are required to qualify for or fill passenger or hostler or hostler helper vacancies in accordance with Article IV of this Agreement.

(c) When restricted to specific assignments as referred to in Article VI of this Agreement.

(d) When required to fill engineer vacancies or assignments.

The exercise of seniority under this Article will be subject to the advertisement, bidding, assignment, displacement and mileage rules on the individual carriers.

NOTE: As to any carrier not subject to the National Diesel Agreement of 1950 on January 24, 1964, the term 'the rules in effect on January 24, 1964 respecting assignments (other than hostling assignments) to be manned by firemen (helpers)' shall be substituted in this Article for the term 'the National Diesel Agreement of 1950.'

Section 1.5. Firemen (helpers) whose seniority as such is established on or after November 1, 1985 will have the right to exercise seniority limited to designated positions of passenger fireman, hostler or hostler helper. The seniority rights of such firemen are subject to the following exceptions:

(a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.

(b) When required to fill engineer vacancies or assignments.

This will not preclude the carrier from requiring firemen to maintain proficiency as engineer and familiarity with operations and territories by working specified assignments.

Section 2. To the extent that the assignments subject to the exercise of seniority under Section 1 above are available, firemen (helpers) in furlough status as of the effective date of this Agreement will be recalled to active service under existing recall rules to fill such assignments. Furloughed firemen having insufficient seniority to acquire an assignment under the preceding sentence will subsequently be recalled to active service to fill regular assignments in accordance with applicable rules or in accordance with applicable mileage rules.

Section 3. Extra lists of firemen (helpers) will be maintained and regulated in accordance with existing agreements to the extent necessary to provide employment for firemen (helpers) holding seniority as such on the effective date of this Agreement.

Section 4(a). All Firemen (helpers) whose seniority as such was established prior to November 1, 1985 will be provided employment in accordance with the provisions of this Article until they retire, resign, are discharged for cause, or are otherwise severed by natural attrition; provided, however, that such firemen (helpers) may be furloughed if no assignment working without a fireman (helper) exists on their seniority district which would have been available to firemen (helpers) under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), and if no position on an extra list as required in Section 3 above exists on their seniority district, subject to Section 5 of this Article.

(b) Firemen whose seniority as such is established on or after November 1, 1985 may be furloughed when not utilized pursuant to Section 1.5 of this Article.

Section 5(a) With respect to firemen (helpers) employed after July 19, 1972 and prior to November 1, 1985, the provisions of Section 4(a) above will be temporarily suspended on any seniority district to the extent provided in this Section 5 if there is a decline in business within the meaning of this Section.

(b) A decline in business within the meaning of this Section will occur if, in any period of 14 consecutive calendar days, the application of the formula provided for by paragraphs (a) and (e) of Section 3 of Article I would produce a number of men more than 15% below the number produced by application of such formula for the last preceding twelve months' determination period.

(c) When such a decline in business occurs, similar decline-in-business determinations will be made covering each successive period of 14 consecutive calendar days; and the following provisions of this Section 5 will continue in effect as long as the number of men produced by application of the formula for a 14-day period is more than 15% below the number produced by application of the formula for the preceding twelve months' determination period.

(d) The decline in excess of 15% will be applied to the number of engineers in active service (as defined in the Note to Section 3, paragraph (f) of Article I, exclusive of firemen (helpers)) as engineers on the last day of such preceding determination period. Firemen (helpers) with seniority dates subsequent to the effective date of this Agreement, equivalent in number to the number of excess engineers thus determined, may be furloughed (or continued on furlough) in reverse seniority order.

(e) If in a subsequent 14-day period, application of the decline-in-business determination produces a greater number of engineers than produced for the preceding 14-day period, a proportionate number of furloughed firemen (helpers) will be immediately recalled. When application of the decline-in-business formula produces a number of engineers not more than 15% below the number produced by application of the twelve months' determination formula, all firemen (helpers) who have been furloughed pursuant to this Section 5 will be recalled.

(f) Notwithstanding the provisions of paragraphs (a) through (e) of this Section 5 if, due to conditions beyond the control of the carrier, in any period of 24 consecutive hours the application of the formula provided for by Sections 3(a) and (e) of Article I would produce a number of engineers 40% or more below the number produced by application of such formula for the last preceding twelve months' determination period, the number of firemen (helpers), with seniority dates subsequent to the effective date of this Agreement, determined as provided in paragraph (d) above, may be furloughed (or continued on furlough) in reverse seniority order. The provisions of paragraphs (e) and (g) shall then be applied as to each subsequent 24-hour period until all firemen (helpers) who have been furloughed pursuant to this paragraph (f) have been recalled. Any reduction in the number of engineer miles or days utilized in applying this paragraph (f) will not be taken into account in the two-week determinations under paragraphs (a) through (e) of this Section.

NOTE: This paragraph (f) will not apply to any 24-hour period which includes one of the holidays, other than the birthday holiday, or the day before or the day after one of such holidays, enumerated in Article I of the Agreement of June 25, 1964, as amended, unless the decline is due to circumstances beyond the control of the carrier.

(g) In calculating decline-in-business determinations, the twelve months' determination period immediately preceding an initial application of the decline in business formula will continue to be used as the base even though the series of 14-day periods or 24-hour periods as contemplated by paragraphs (b) and (f), respectively, continue into or through subsequent twelve months' determination periods.

(h) Whenever a carrier desires to proceed in accordance with this Section, it will promptly notify the UTU(E) General Chairman or his designated representative(s) and will provide him with the results of the calculations required by this Section. The UTU(E) General Chairman or his designated representative(s) will also promptly be furnished such calculations covering each subsequent 14-day or 24-hour determination period, whichever is applicable, so long as firemen (helpers) are furloughed under this Section. Upon request, the carrier will provide him access to the original records from which these calculations are drawn.

Example 1: (a) The determination formula for the twelve months' period ending June 30 produced a figure of 120 men. The number of engineers in "active service" as of June 30 was 100, and the number of firemen (helpers) in "active service" was 20 (in addition to those required for passenger and hostling service), of which 10 were new hires.

(b) Application of the formula to the number of engineer miles or days paid for during the 14-day period September 15 through September 28 produces a 14% decline in the number of men required. No new hires will be furloughed.

(c) Application of the formula to the number of engineer miles or days paid for during the 14-day period September 15 through September 28 produces an 18% decline in the number of men required. Three new hires (a number equal to 3% - 18% minus the 15% float provided in paragraph (d) - of the number of engineers in "active service" as of June 30) may be furloughed.

(d) Application of the formula to the number of engineer miles or days paid for during the 14-day period September 29 through October 12 reflects an increase in engineer miles to only a 17% decline in the number of men required. One furloughed new hire (a number equal to 1% of the number of engineers in "active service" as of June 30) will be recalled.

(e) Application of the formula to the number of engineer miles or days paid for during the 14-day period October 13 through October 26 produces a 15% decline in the number of men required. All new hires who have been furloughed pursuant to this Section 5 will be recalled.

Example 2: (a) The determination formula for the twelve months' period ending June 30 produced a figure of 25 men. The number of engineers in "active service" as of June 30 was 20, and the number of firemen (helpers) in "active service" was 5 (in addition to those required for passenger and hostling service) all of which were new hires.

(b) Application of the formula to the number of engineer miles or days paid for during the 24-hour period between 8:00 A.M. August 2 and 7:59 A.M. August 3 produces a 40% decline in the number of men required. Five new hires (a number equal to 25% - 40% minus the 15% float provided in paragraph (d) - of the number of engineers in "active service" as of June 30) may be furloughed.

(c) Application of the formula to the number of engineer miles or days paid for during the 24-hour period between 8:00 A.M. August 3 and 7:59 P.M. August 4 produces a 55% decline in the number of men required. Since all new hires have been furloughed no additional men may be furloughed.

(d) Application of the formula to the number of engineer miles or days paid for during the 24-hour period between 8:00 A.M. August 4 and 7:59 A.M. August 5 produces a 15% decline in the number of men required. All new hires who have been furloughed pursuant to paragraph (f) of this Section 5 will be recalled.

(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions on that district as the result of emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 1, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in a reduction in the number of firemen under this paragraph (i) will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this Section. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

(FROM AUGUST 25, 1978 AMENDMENT)

Section 6. Firemen (helpers) employed on a probationary basis on the date of this Agreement shall not be denied continued employment and establishment of a seniority date for the sole purpose of reducing the number of such firemen (helpers). Upon completion of their probationary period, they shall be entitled to the seniority rights and protection herein above provided.

Section 7. The rights or obligations of protected employees or carriers based on existing merger agreements or federal or state statutes affording protec-

tion to employees and requiring employees to protect assignments shall continue unaffected by this Agreement.

#### ARTICLE IV - PASSENGER AND HOSTLING SERVICE

Section 1. Firemen (helpers) who established a seniority date as fireman prior to November 1, 1985 shall be used on assignments in passenger service on which under agreements in effect immediately prior to August 1, 1972, the use of firemen (helpers) would have been required. The use in passenger service of firemen (helpers) who establish seniority as firemen on or after November 1, 1985 will be confined to assignments designated by the carrier.

Section 2(a). Except as modified hereinafter, assignments in hostling service will continue to be filled when required by agreements in effect on individual carriers.

(b) The carriers may discontinue using employees represented by the United Transportation Union as hostlers or hostler helpers provided that it does not result in furlough of a fireman who established seniority prior to November 1, 1985 nor the establishment of a hostler position represented by another organization, and provided, further, that this provision will not act to displace any employee who established seniority prior to November 1, 1985 and who has no rights to service except as hostler or hostler helper.

(c) Employees in engine service who established seniority prior to November 1, 1985 will continue to fill hostler and hostler helper positions and vacancies thereon in accordance with agreements in effect as of that date. If such position cannot be filled by such employees, and it is not discontinued pursuant to Paragraph (b) above, qualified train service employees will be used. In that event, bulletined vacancies will be advertised to train service employees, and if no bids are received the junior qualified train service employee at the location will be assigned; temporary vacancies will be filled from the yard or combined road/yard extra board.

(d) Yard crews may perform hostling work without additional payment or penalty to the carrier.

Section 3. The following will apply to the filling of assignments in passenger and hostling service:

If no bid is received from a fireman (helper), hostler or hostler helper during the authorized bulletin period, the vacancy will not be re-bulletined, and the junior fireman (helper), hostler or hostler helper on the seniority district or zone who is qualified for the particular service involved will be assigned to the vacant position.

In the event there is more than one vacant position to be simultaneously filled following the authorized bulletin period, the qualified junior firemen (helpers), hostlers or hostler helpers who are assigned will have their choice of vacancies in accordance with their standing on the seniority district (zone) roster. Such junior firemen (helpers) who are so assigned will remain on such positions unless or until they are displaced by senior qualified employees or upon employees junior to them becoming qualified, in which latter

event the senior employee will be permitted to vacate the assignment and the junior employee will be assigned to such position.

Where there is insufficient work to maintain an extra list for filling temporary vacancies in passenger and hostler service, the most junior qualified fireman (helper) at the location where a vacancy occurs may be required to fill such vacancy. If no such fireman (helper) is available at that location, then the most junior qualified fireman (helper) at the nearest location within the same seniority district or zone where firemen (helpers) are available may be required to fill the vacancy. Firemen (helpers) who are removed from regular assignments to fill temporary vacancies under this paragraph will be compensated in accordance with existing rules applicable to being used off their regular assignments.

Firemen (helpers) junior to those assigned as provided above and who are not qualified to perform service in passenger and hostling service will be required in reverse seniority order to accept within ten days from the date of notification by the carrier the training necessary, if any, to become qualified for the services covered by this rule.

Firemen (helpers), other than those engaged in a scheduled training program, who are removed from regular assignments for the purpose of qualifying for passenger or hostling service will be paid, while qualifying, at the rate of the assignment from which removed or at the rate of the service for which being qualified, whichever is the greater. Firemen (helpers) who fail to qualify as provided herein will be withheld from service until such time as they do qualify. Agreement provisions, rules, or practices requiring a specified length of time to qualify for service as hostler or hostler helper are hereby eliminated.

## ARTICLE V - TRANSFER OF FIREMEN (HELPERS)

Where two or more seniority districts of an individual carrier operate out of the same terminal and there is a shortage of qualified firemen (helpers) on one of the districts and a surplus of such employees on another of the districts at the same terminal, the following will govern in the filling of such shortages:

Section 1. Employment on the district where the shortage exists shall be posted for bid under existing rules to qualified firemen (helpers) who are eligible for promotion on the other seniority district or districts which operate out of the same terminal and the senior applicants will be assigned.

Section 2. In the event no bids are received as outlined above, the most junior qualified firemen (helpers) at the terminal involved on the seniority district or districts having a surplus shall be assigned to fulfill the needs on the other district.

Section 3. Firemen (helpers) bidding in or forced to another seniority district as outlined in Sections 1 and 2 above shall establish and accumulate seniority as firemen (helpers) on the district to which they are transferred and shall retain seniority on their home seniority district until such time as there is need for their services on their home seniority district, at which



time they shall be given an opportunity in seniority order, to return to their home district or to remain on the district where assigned. Firemen (helpers) electing to remain on the district where assigned when recalled to their home district will forfeit seniority on their home district. Firemen (helpers) who return to their home seniority district as outlined herein will forfeit seniority on the district they leave.

Section 4. The provisions of this article do not apply to the transfer of firemen (helpers) from one carrier to another carrier nor to the transfer of firemen (helpers) between seniority districts which would require a change in their residence.

## ARTICLE VI - RESTRICTED EMPLOYEES

Agreements, rules, regulations, or understandings in effect on individual railroads on the effective date of this Agreement which provide for the placement or exercise of seniority of those engine service employees who may be restricted to a particular position, assignment or type of service for reasons including but not limited to physical disability, discipline, failure to pass promotional examination or other cause are not affected by this agreement.

## ARTICLE VII - COMPULSORY RETIREMENT

Employees contractually represented by the UTU(E) must retire from active service in conformance with the following:

An employee over 65 years of age or who attains age 65 during 1973 must retire before January 1, 1974.

An employee who attains age 65 during 1974 or thereafter must retire by the last day of the month following the month in which he attains age 65.

(Now age 70, See: Age Discrimination in Employment Act)

Any agreement now in effect that provides for earlier retirement is not affected by this Article.

## ARTICLE VIII - RESERVE FIREMEN

The carrier shall have the right to offer 'Reserve Fireman' status to any number of active firemen, working as such, with seniority as firemen prior to November 1, 1985 (who are subject to work as locomotive engineers). Where applied, Reserve Fireman status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below:

- (1) An employee who chooses Reserve Fireman status must remain in that status until he either (i) is recalled and returns to hostler or engine service pursuant to Paragraph (2), (ii) is discharged from employment by the carrier pursuant to Paragraph (2), or for other good cause, (iii) resigns from employment by the carrier, (iv) retires on an annuity (including a disability annuity) under the Rail-

road Retirement Act, or (v) otherwise would not be entitled to free exercise of seniority under this Fireman Manning Agreement; whichever occurs first. If not sooner terminated, Reserve Fireman status and all other employment rights of a Reserve Fireman shall terminate when he attains age 70.

- (2) Reserve Firemen must maintain their engine service and hostler proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and passing any test or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve Firemen also must hold themselves available for return to hostler and engine service upon seven days' notice, and must return to hostler or engine service in compliance with such notice. Reserve Firemen shall be recalled in reverse seniority order unless recalled for service as engineer. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.
- (3) Reserve Firemen shall be paid at 70% of the basic yard fireman's rate for five days per week. No other payments shall be made to or on behalf of a Reserve Fireman except (i) payment of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this Article. No deductions from pay shall be made on behalf of a Reserve Fireman except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Article and (iv) any other legally required deduction.
- (4) Reserve Firemen shall be considered in active service for the purpose of this Fireman Manning Agreement, including application of the decline in business formula.
- (5) Other non-railroad employment while in Reserve Fireman status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
- (6) Vacation pay received while in Reserve Fireman status will offset pay received under paragraph (3). Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.
- (7) Reserve Firemen are not eligible for:
  - Holiday Pay
  - Personal Leave
  - Bereavement Leave
  - Jury Pay
  - Other similar special allowances

(8) Reserve Firemen are covered by:

- Health and Welfare Plans
- Union Shop
- Dues Check-off
- Discipline Rule
- Grievance Procedure

that are applicable to firemen (helpers) in active service.

(9) When junior employees are in 'Reserve Fireman' status, a senior active fireman may request such status. The carrier shall grant such a request and, at its discretion, recall the junior 'Reserve Fireman.'

## Section 2 - Establishing Brakeman Seniority

(1) Engine service employees not possessing ground service seniority as of November 1, 1985 shall be placed on the bottom of the appropriate ground service roster upon implementation of this Section. Such employees will be allowed to relinquish their newly acquired seniority during a ninety day period following such implementation.

(2) On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she establishes seniority in engine service.

(3) An employee establishing seniority as trainman under this Section 2 shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper, and such employee shall not, by such placement, be given and "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

(4) Provisions for implementing this requirement shall be agreed upon with the appropriate trainmen's representative on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Mediation Board to name an arbitrator.

(b) The authority of the arbitrator will be limited to deciding the procedures that will govern the placement of engine service employees on ground service seniority rosters including the determination of which rosters are "appropriate."

(c) An award will be rendered within 45 days of the date the arbitrator is named.

### Section 3 - Retention of Seniority

(1) Subject to the carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given to employees in train and yard service on the basis of their relative seniority standing, fitness and other qualifications being equal. Transfer of engineers from one seniority district to another on the same railroad system will not be violative of this provision.

(2) Any person who is selected for engine service and does not have seniority as trainman will acquire seniority as trainman upon entering engine service, subject to paragraph (3) hereof.

(3) An employee who has established seniority as conductor (foreman), trainman (brakeman-yardman), hostler or hostler helper (but without seniority as a locomotive fireman) who is selected for engine service shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employee shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper.

(4) This Section 3 replaces and supersedes Article VIII of the August 25, 1978 National Agreement.

### Section 4 - Promotion

The following principles will govern in the selection and promotion to engine service and conductor/foreman:

(1) Trainmen who established seniority prior to November 1, 1985 will be governed by existing rules with respect to promotion to conductor/foreman and will not be required to accept promotion to engine service.

(2) Trainmen who establish seniority on or after November 1, 1985 must accept promotion to conductor/foreman in proper turn.

(3) Trainmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of this Article XIII. However, if a sufficient number of trainmen (including those promoted to conductor) do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen (including promoted conductors) who establish seniority on or after November 1, 1985 to take engine service assignments or forfeit seniority in train service.

(4) If the carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen (including promoted conductors) in service with a seniority date on or after November 1, 1985 who must accept promotion to engine service or forfeit seniority in train service, the carrier may hire qualified engineers or train others for engine service.

Provisions for implementing these principles shall be agreed upon on each carrier party hereto within 90 days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:

(a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the national Mediation Board to name an arbitrator.

(b) The authority of the arbitrator will be limited to deciding the procedures that will govern the promotion of trainmen and the forfeiture of seniority in the event of failure to qualify for promotion.

(c) An award will be rendered within 45 days of the date the arbitrator is named.

#### Section 5 - Application

Any conflict between the changes set forth herein and the provisions of the July 19, 1972 Manning Agreement, as revised, shall be resolved in accordance with the provisions of this Agreement.

### ARTICLE IX - NATIONAL DISPUTES COMMITTEE

It is hereby agreed that the parties to this Agreement will establish a National Disputes Committee for the purpose of adjusting and deciding disputes which may arise under Section 3 of Article I and Section 5 of Article III of this Agreement which are not settled on the individual railroad or property.

The National Disputes Committee shall consist of four members, two appointed by the UTU(E) and two appointed by the carriers parties to this Agreement. Appointment of the partisan members of the National Disputes Committee shall be made by the respective parties within thirty days from the date of the signing of this Agreement.

The partisan members of the Board shall promptly work out accelerated Disputes Committee procedures, including procedures relating to the appointment and selection of a panel of neutral referees, the frequency with which the Disputes Committee shall meet, and the time limits within which the disputes will be decided. It is understood that all of the necessary procedural matters will be agreed to within thirty days after appointment of the partisan members, so that the National Disputes Committee may promptly decide cases relating to the first quarterly determination following the effective date of this Agreement.

### ARTICLE X - IMPLEMENTING AGREEMENTS

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the carrier, may mutually enter into additional written understandings to implement this Agreement.

## ARTICLE XI - 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) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union(E) growing out of the notices served by the former Brotherhood of Locomotive Firemen and Enginemen (now the United Transportation Union(E)), dated on or about November 15, 1965, identified as Notice No. 1, and notices served by the carriers in the early part of 1966. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve or progress prior to January 1, 1975 (not to become effective before July 1, 1975) any notice or proposal pertaining to matters covered by this Agreement. Any pending notices served by one party upon another pertaining to matters covered by this Agreement, and not otherwise disposed of under paragraph (a) above, are hereby withdrawn. [See amendment C 2(i) and (ii) of the August 25, 1978 Amendment]

(c) Except as provided in this Agreement, the so-called National Diesel Agreement, Mediation Agreement - Case A-3391 - dated May 17, 1950, and any other agreements respecting assignments to be manned by firemen (helpers), are superseded by this Agreement.

(d) After the effective date of this Agreement, the Award of Arbitration Board No. 282, all interpretations issued thereunder, and all decisions, judgments, orders, arbitration awards or agreements concerning the rules in effect following the expiration of Article II (Use of Firemen (helpers) on Other Than Steam Power) of Arbitration Award No. 282 shall be of no further force or effect.

(e) Except for claims based upon or arising out of the so-called "new run" holding, this Agreement shall not prejudice or impair any claim or accrued rights by or on behalf of any employee or the United Transportation Union (E) in regard to a period prior to the effective date of this Agreement, based upon or arising out of any agreement, rule, regulation, arbitration award, interpretation, decision, judgment or order (including, but not necessarily limited to, the Order dated August 16, 1971, in Civil Actions Nos. 777-66 and 784-66 regarding the so-called "full crew" holding) in effect prior to the effective date of this Agreement.

(f) The effective date of this Agreement shall be August 1, 1972.

SIGNED AT WASHINGTON, D.C., THIS 19TH DAY OF JULY, 1972, (AND AS AMENDED AUGUST 25, 1978 and OCTOBER 31, 1985)

For the Participating Carriers  
Listed in Exhibit A:

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

/s/ C. A. BALL  
C. A. Ball

/s/ F. K. DAY, JR.  
F. K. Day, Jr.

/s/ T. C. DeBUTTS  
T. C. De Butts

/s/ G. L. FARR  
G. L. Farr

/s/ J. R. JONES  
J. R. Jones

/s/ J. J. MAHER  
J. J. Maher

/s/ C. E. MERVINE, JR.  
C. E. Mervine, Jr.

/s/ EARL OLIVER  
Earl Oliver

/s/ G. S. PAUL  
G. S. Paul

/s/ G. M. SEATON, JR.  
G. M. Seaton, Jr.

For the Employees Represented By  
The United Transportation Union:

/s/ M. W. HAMPTON  
M. W. Hampton, Assistant President

/s/ J. W. JENNINGS  
J. W. Jennings, Vice President

/s/ H. M. PRICE  
H. M. Price, Chairman

/s/ M. H. NELSEN  
M. H. Nelsen, Vice Chairman

/s/ A. B. HEALAN  
A. B. Healan, Secretary

/s/ R. A. BONENO  
R. A. Boneno, Member

/s/ R. M. GAMBRELL  
R. M. Gambrell, Member

/s/ T. P. GORMAN, JR.  
T. P. Gorman, Jr., Member

/s/ G. B. McKEE  
G. B. McKee, Member

/s/ H. W. WHITE  
H. W. White, Member

WITNESS:

/s/ WARREN S. LANE  
Warren S. Lane  
Regional Head Mediator  
National Mediation Board

/s/ JACK W. CASSLE  
Jack W. Cassle  
Mediator  
National Mediation Board

EXHIBIT A  
(Manning)

PARTICIPATING CARRIERS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE AND THE EMPLOYEES OF SUCH CARRIERS REPRESENTED BY THE UNITED TRANSPORTATION UNION.

Akron and Barberton Belt Railroad  
Akron, Canton and Youngstown Railroad  
Alton and Southern Railway  
Ann Arbor Railroad  
Atchison, Topeka and Santa Fe Railway  
Atlanta & St. Andrews Bay Railway  
Atlanta and West Point Rail Road - The Western Railway of Alabama  
Atlanta Joint Terminals  
Baltimore and Ohio Railroad  
    Buffalo Division  
    Strouds Creek and Muddlety Territory  
Baltimore and Ohio Chicago Terminal Railroad  
Bangor and Aroostook Railroad  
Bauxite and Northern Railway  
Bessemer and Lake Erie Railroad  
\*Boston and Maine Corporation  
    Buffalo Creek Railroad  
    Burlington Northern, Inc.  
    Butte, Anaconda and Pacific Railway  
1 : Camas Prairie Railroad  
    Central of Georgia Railroad  
    Central Vermont Railway, Inc.  
    Chesapeake and Ohio Railway  
    Chicago and Eastern Illinois Railroad  
    Chicago and Illinois Midland Railway  
2 : Chicago and North Western Transportation Company  
    Chicago and Western Indiana Railroad  
    Chicago, Milwaukee, St. Paul and Pacific Railroad  
    Chicago, Rock Island and Pacific Railroad  
    Chicago Short Line Railway  
    Chicago, West Pullman and Southern Railroad  
    Cincinnati Union Terminal Company  
    Clinchfield Railroad  
    Curtis Bay Railroad  
    Davenport, Rock Island and North Western Railway  
    Delaware and Hudson Railway  
    Denver and Rio Grande Western Railroad  
    Des Moines Union Railway  
    Detroit and Mackinac Railway  
    Detroit and Toledo Shore Line Railroad  
    Detroit, Toledo and Ironton Railroad  
    Duluth, Missabe and Iron Range Railway  
    Duluth, Winnipeg and Pacific Railway



East St. Louis Junction Railroad  
 Elgin, Joliet and Eastern Railway  
 \* Erie Lackawanna Railway  
 Fort Worth and Denver Railway  
 Galveston, Houston and Henderson Railroad  
 Galveston Wharves  
 Green Bay and Western Railroad  
 Greenwich and Johnsonville Railway  
 Gulf, Mobile and Ohio Railroad  
 Illinois Central Railroad  
 Illinois Northern Railway  
 Illinois Terminal Railroad  
 Indiana Harbor Belt Railroad  
 Indianapolis Union Railway  
 Joint Texas Division of the CRI&P and FtW&D Railway  
 Kansas City Southern Railway (Including KCS affiliates at Milwaukee-  
     Kansas City Southern Joint Agency)  
 Kansas City Terminal Railway  
 Kentucky and Indiana Terminal Railroad  
 Lake Superior Terminal and Transfer Railway  
 Lehigh and New England Railway  
 \* Lehigh Valley Railroad  
 Longview, Portland and Northern Railway  
 Los Angeles Junction Railway  
 Louisiana and Arkansas Railway  
 Louisville and Nashville Railroad, Monon Division  
 Maine Central Railroad  
     Portland Terminal Company  
 Manufacturers Railway  
 McKeesport Connecting Railroad  
 Minneapolis, Northfield and Southern Railway  
 Minnesota, Dakota and Western Railway  
 Minnesota Transfer Railway  
 Mississippi Export Railroad  
 Missouri-Kansas-Texas Railroad  
 Missouri Pacific Railroad (Including Gulf District, DeQuincy Division  
     and former Union Railway (Memphis))  
     Missouri-Illinois Railroad  
 Monongahela Railway  
 Montour Railroad  
 New Orleans Public Belt Railroad  
 New Orleans Union Passenger Terminal  
 New York, Susquehanna and Western Railroad  
 Norfolk and Western Railway -  
     Atlantic and Pocahontas Regions;  
     Lines of former New York, Chicago and St. Louis Railroad;  
     Lines of former Pittsburgh and West Virginia Railway,  
     Lines of former Wabash Railroad - East and West  
 Norfolk Southern Railway  
 Northampton and Bath Railroad  
 Ogden Union Railway and Depot Company

Oregon, California and Eastern Railway  
 \*-3:Penn Central Transportation Company  
     Pennsylvania-Reading Seashore Lines  
     Peoria and Pekin Union Railway  
     Pittsburg and Shawmut Railroad  
     Pittsburgh and Lake Erie Railroad, including  
         Lake Erie and Eastern Railroad  
     Port Terminal Railroad Association  
 \*Reading Company  
     Ironton Railroad  
     St. Joseph Terminal Railroad  
     St. Louis-San Francisco Railway  
     St. Louis Southwestern Railway  
     Seaboard Coast Line Railroad  
     Soo Line Railroad  
     Southern Pacific Transportation Company -  
         Pacific Lines (including former El Paso and Southwestern  
             System and Nogales, Arizona, Yard)  
         Texas and Louisiana Lines  
     Southern Railway  
         Alabama Great Southern Railroad (including former  
             New Orleans and Northeastern Railroad)  
         Carolina and Northwestern Railway  
         Cincinnati, New Orleans and Texas Pacific Railway  
             (including former Harriman and Northeastern Railroad)  
         Georgia Southern and Florida Railway  
         Interstate Railroad  
         New Orleans Terminal Company  
         St. Johns River Terminal Company  
     South Omaha Terminal Railway  
     Spokane International Railroad  
     Terminal Railroad Association of St. Louis.  
     Texas and Pacific Railway (including former Midland Valley  
         Railroad and former Kansas, Oklahoma and Gulf Railway)  
         Fort Worth Belt Railway  
         New Orleans and Lower Coast Railroad  
     Texas Mexican Railway  
     Toledo, Peoria and Western Railroad  
     Toledo Terminal Railroad  
     Union Pacific Railroad  
     Union Terminal Company (Dallas)  
     Union Terminal Railway-St. Joseph Belt Railway  
     Washington Terminal Company  
     Western Maryland Railway  
     Wichita Terminal Association  
     Youngstown and Northern Railroad

NOTES: -

- \* - Subject to the approval of the Courts.
- 1 - Authorization applies on that part of the Camas Prairie Railroad covered by the Burlington Northern, Inc. (former Northern Pacific Railway) schedule.
- 2 - Authorization includes the Minneapolis Industrial Railway.
- 3 - Authorization excludes firemen on the former Louisville and Jeffersonville Bridge and Railroad of the former New York Central Railroad. A separate but identical Manning Agreement was concurrently entered into covering the former NYC - Ohio Central Division, B&A Division, Northern District, Southern District, Western District, and New York and Eastern District, except B&A. The separate agreement will be interpreted and applied in the same manner as the basic Manning Agreement.

- - - - -

FOR THE CARRIERS:

FOR THE UNITED  
TRANSPORTATION UNION (E):

/s/J. F. GRIFFIN  
J. F. Griffin

/s/W. T. BYRNE  
W. T. Byrne

Washington, D. C.  
July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-1

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

The carriers recognize that problems may arise with respect to the application of Article I and Section 5 of Article III of Mediation Agreement, NMB Case No. A-8381, dated July 19, 1972, on railroads where, as a result of mergers, acquisitions and similar transactions, firemen (helpers) seniority districts have been consolidated or rearranged under a prior rights or zone arrangement. Accordingly, such railroads are willing to confer promptly with the United Transportation Union (Enginemen) in a good faith effort to resolve such problems.

Yours very truly,

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-2

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

This is to confirm our understanding that, in consideration and as a condition of the Agreement of July 19, 1972, between carriers represented by the National Railway Labor Conference (listed in an Exhibit to the said Agreement) and the United Transportation Union (E) the parties to that Agreement have agreed that:

1. The said Agreement is intended, among other things, to settle and dispose of all claims by the UTU(E) (or by the former Brotherhood of Locomotive Firemen and Enginemen), or by employees or former employees in a class or craft represented by the UTU(E), against one or more of the carriers, based upon or arising out of the so-called "new run" holding in Bangor and Aroostook Railroad Company, et al. v. Brotherhood of Locomotive Firemen and Enginemen, Civil Action No. 777-66, and in Brotherhood of Locomotive Firemen and Enginemen v. The Atchison, Topeka and Santa Fe Railway Company, et al., Civil Action No. 784-66, both pending as consolidated cases in the United States District Court for the District of Columbia, and on appeals in that litigation, including the Order dated August 16, 1971 entered by the District Court therein. All such claims are hereby released and shall hereafter be barred. The UTU(E) shall take such action as may be necessary to withdraw or dismiss all pending proceedings upon any such claims, whether pending on the property of a particular carrier or before an adjustment board or before a court or otherwise, and shall not hereafter present, progress or support any such claim.

2. The said Agreement also is intended, among other things, to settle and dispose of all claims by a carrier or carriers against the UTU(E) (or the former Brotherhood of Locomotive Firemen and Enginemen), and against its present or former lodges, divisions, locals, officers, agents, employees or members or persons acting in concert with them, based upon or arising out of the Temporary Restraining Order dated March 28, 1966 entered in said Civil Action No. 777-66, or the Supplement to Temporary Restraining Order dated March 31, 1966 entered in that proceeding, or upon the Order Adjudging the Brotherhood of Locomotive Firemen and Enginemen and H. E. Gilbert in Contempt dated April 2, 1966 entered in that proceeding. All such claims are hereby released and shall hereafter be barred. The

carriers shall take such action as may be necessary to withdraw or dismiss any pending proceedings upon any such claims, including the Motion for Order Assessing Fines for Failure to Terminate Contempt filed in the said Civil Action No. 777-66 on or about April 29, 1966, and shall not hereafter present, progress or support any such claim.

3. The UTU(E) shall take such action as may be necessary to withdraw or dismiss its complaint in United Transportation Union v. Burlington Northern, Inc., et al., civil Action No. 2183-70, now pending in the United States District Court for the District of Columbia, and the carriers shall take such action as may be necessary to withdraw or dismiss the counterclaim filed in that proceeding.

4. The withdrawal or dismissal of a pending complaint, counterclaim, motion or other pending proceeding upon a claim pursuant to paragraphs 1 through 3 above shall be without costs to any party and shall be subject to the approval of the court or other body before which the said matter is pending if such approval is required.

If the foregoing accords with your understanding, please so signify by your signature in the space provided below.

Yours very truly,

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-3

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that each individual railroad party to the Mediation Agreement, Case No. A-8381, of July 19, 1972, when hiring firemen (helpers) after the effective date of the Agreement, will give preference to former engine service employees of that railroad whose seniority was terminated under any of the provisions of the Award of Arbitration Board No. 282 and who apply for employment, provided that such former employees are able to meet the physical and other employment requirements of the railroad.

Yours very truly,

/s/ WILLIAM H. DEMPSEY

William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-4

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that the Note to Section 3(e) of Article I of the Mediation Agreement, Case No. A-8381, of July 19, 1972, is intended to include the hourly equivalents of all arbitraries and special allowances paid in connection with a trip or tour of duty at the time such payments are actually made.

Yours very truly,

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton



NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972

M-5

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding in connection with the Manning Agreement of July 19, 1972, Mediation Case No. A-8381, that the carriers will be fully informed of the provisions of the agreement prior to August 1, 1972. Further, every effort will be made to assure that as of August 1, 1972 firemen (helpers) will be accorded the right to exercise their seniority, and that firemen (helpers) required to be recalled from furlough will be so recalled, as provided in the Manning Agreement. It is understood that all jobs will be advertised effective August 1, 1972. Such exercise of seniority and recall from furlough will be subject to the advertisement, bidding, assignment, displacement, mileage and recall rules in effect on the individual carriers.

Yours very truly,

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton

# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-882-7200

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CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN  
Vice Chairman

R. T. Kelly  
Director of Labor Relations

D. P. LEE  
Vice Chairman and  
General Counsel

#15

October 31, 1985

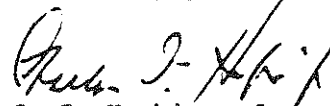
Mr. Fred A. Hardin  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that the term "active firemen, working as such", appearing in Section 1, Paragraph (11) of Article XIII, includes hostlers who have the right to work as locomotive engineers.

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

Very truly yours,

  
C. I. Hopkins, Jr.

I agree:

  
Fred A. Hardin

# NATIONAL RAILWAY LABOR CONFERENCE

1801 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN

Vice Chairman

R. T. Kelly

Director of Labor Relations

D. P. LEE

Vice Chairman and  
General Counsel

#16

October 31, 1985

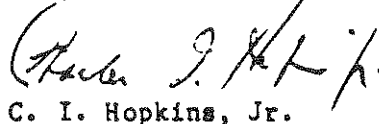
Mr. Fred A. Hardin  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that where hostler positions are filled by employees not having firemen's seniority, that before a carrier discontinues a hostler or hostler helper position pursuant to Article XIII, Section 1(10) of this Agreement, it will be offered to furloughed hostlers with seniority prior to November 1, 1985 in the same seniority district. If such hostlers only have point seniority and there are no furloughed hostlers at such point, but there are such hostlers on furlough with seniority prior to November 1, 1985 at another point in the same geographical area, a vacancy will be offered to such hostlers before a carrier discontinues a hostler or hostler helper position pursuant to Article XIII, Section 1(10) of this Agreement.

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

Very truly yours,

  
C. I. Hopkins, Jr.

I agree:

  
Fred A. Hardin

# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

---

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN  
Vice Chairman

R. T. Kelly  
Director of Labor Relations

D. P. LEE  
Vice Chairman and  
General Counsel

October 31, 1985

#17

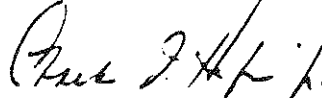
Mr. Fred A. Hardin  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations of the Agreement of this date that before a carrier discontinues a hostler or hostler helper position pursuant to Article XIII, Section 1(10) of this Agreement, it will be offered to furloughed firemen with seniority in engine service prior to November 1, 1985 in the same seniority district. Such employees will retain recall rights to engine service in accordance with existing agreements.

Please indicate your agreement by signing in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:



Fred A. Hardin

## MEMORANDUM AGREEMENT

For the purpose of implementing the provisions of Article IX - National Disputes Committee - of the Agreement of July 19, 1972 relating to Manning:

IT IS HEREBY AGREED:

Section 1 - Establishment of Firemen (Helpers) Special Board of Adjustment -

That a National Disputes Committee is established - to be designated as a Special Board of Adjustment. This Committee, hereinafter referred to as the "Board", is established for the purpose of adjusting and deciding disputes which may arise under Section 3 of Article I and Section 5 of Article III of the Agreement.

Section 2 - Jurisdiction of Board -

The Board shall have exclusive jurisdiction over disputes between the parties which involve application or interpretation of Section 3 of Article I and Section 5 of Article III of the Agreement. The Board shall not have jurisdiction over disputes involving application or interpretation of any other provisions of the Agreement.

Section 3 - Consist of Board -

This Board shall consist of two carrier members and two organization members signatories to the Agreement. Successors to the members of the Board shall be appointed in the same manner as the original appointees. The Board may be augmented by one member selected from the panel of referees in the manner hereinafter provided in Section 5 of this Memorandum Agreement.

Section 4 - Location of Board -

The Board shall meet at Washington, D.C., unless otherwise agreed to.

Section 5 - Selection of Referees -

The parties agree to select a panel of not less than three neutral referees for the purpose of disposing of disputes arising under Section 3 of Article I and Section 5 of Article III which are deadlocked by the partisan members of the Board, such selections to be made within forty-five days of the signing of this Memorandum Agreement. If the parties are unable to agree upon the selection of a panel of referees within the forty-five days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within ten days after the receipt of such request.

#### Section 6 - Term of Office of Referees -

The parties shall advise the National Mediation Board of the names of the referees selected, and the National Mediation Board shall notify those selected, and their successors when required, informing them of the nature of their duties, the parties to the Agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member.

#### Section 7 - Tenure - Filling Vacancies - Referees -

(a) Each panel member selected shall serve as a member until his services are terminated at the request of either the UTU(E) or the carrier partisan members of the Board, or both, in which event a successor referee will be selected or appointed in the manner heretofore outlined. Such notice shall be served by the moving party upon the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the disposition of such dispute is made.

(b) If a vacancy occurs in the panel of referees for any reason, a successor referee will be selected or appointed in the manner outlined in Section 5 above.

#### Section 8 - Submission of Disputes -

(a) The provisions of Section 3(h) of Article I covering time limit with respect to the progression of disputes on individual properties arising under Section 3 of Article I are equally applicable to disputes arising under Section 5 of Article III.

(b) Disputes arising under Section 3 of Article I and Section 5 of Article III and not settled in direct negotiation on the property may be referred by either party to the Board for a final and binding decision. Disputes are to be submitted in conformity with the time limits provided for in the last sentence of Section 3(h) of Article I, as supplemented by paragraph (c) of this Section 8.

(c) The party submitting the dispute under this Section shall give the other party written notice thereof. The petitioning party shall send eight copies of a written submission to its respective members of the Board. The responding party shall send eight copies of a written submission to its respective members of the Board within thirty days of the date of the notice set forth above. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

(d) In the event the respondent does not file a reply within the time limits specified, the dispute shall be decided on the basis of the petitioner's submission.

(e) Disputes submitted under this Section shall designate the determination period and seniority district(s) involved.

#### Section 9 - Content of Submission -

Consideration of disputes submitted to the Board, as referred to in Section 8 above, shall be limited to the material submitted by the parties to the dispute and such submission shall include the position of the petitioning party and supporting data and the position of the responding party and supporting data.

#### Section 10 - Meeting of Board -

The Board shall meet initially on or before October 16, 1972 if any disputes have been submitted as outlined in Section 8 above. Copies of the submissions of the petitioner and respondent will be exchanged by the partisan members of the Board at such meeting. Subsequent meetings will be promptly held to consider and decide additional disputes which have been submitted provided that such meetings will be held at not less than one-month intervals from the date of the initial meeting.

#### Section 11 - Failure of Agreement - Appointment of Referee -

In the event the partisan members of the Board are unable to reach a decision with respect to any submitted dispute, any partisan member of the Board may request the National Mediation Board to appoint a neutral referee selected under the provisions of Section 5 above, to act as a member of the Board in the disposition of such submitted dispute. The National Mediation Board shall be requested to make the appointment within ten days after receipt of such request and notify the partisan members of the Board of such appointment promptly after it has been made, the Board as so constituted, to convene within five days after the appointment of a referee. Copies of the submissions of the respective parties shall promptly be made available to the referee.

#### Section 12 - Procedure at Board Meetings -

When the Board is augmented by a referee, as provided in section 3 above, such referee shall preside at meetings of the Board and shall be designated for the purpose of the case as the Chairman of the Board. A majority vote of all members of the Board shall be required for a decision of the Board. (A partisan member of the Board may, in the absence of his other partisan member, vote on behalf of both.) Decisions shall be made within five calendar days from the date of such meetings.

#### Section 13 - Final and Binding Character -

If the dispute involves the number of firemen (helpers) to be hired, and the Board finds that the carrier's determination of the number of firemen (helpers) required to be employed in order to comply with Section 3 of Article I is not sufficient, it shall order the carrier to employ such additional number of firemen (helpers) as in the judgment of the Board is required under Section 3 of Article I. If the Board finds the carrier's determination as to the number of firemen (helpers) that should be employed under Section 3 of Article I is correct, it shall deny the claim. Decisions of the board will be in writing and shall be final and binding upon both parties to the dispute, and if in favor of the petitioner, shall direct the other party to comply therewith on or before a day named. Decisions rendered

hereunder shall be enforceable pursuant to Section 3, Second, of the Railway Labor Act, as amended.

Section 14 - Extension of Time Limits -

The time limits specified in this Memorandum Agreement may be extended only by mutual agreement of the partisan members of the Board.

Section 15 - Payment of Compensation -

The parties hereto will assume the compensation and travel expense of the Board members selected by them. Neutral referees shall be compensated and reimbursed for expenses by the National Mediation Board.

Section 16 - Withdrawal of Disputes -

A dispute may be withdrawn by the initiating party any time prior to convening the Board for the purpose of deciding the dispute.

SIGNED AT WASHINGTON, D.C., THIS 15TH DAY OF AUGUST, 1972.

FOR THE PARTICIPATING CARRIERS LISTED  
IN EXHIBIT A ATTACHED TO THE AGREEMENT  
OF JULY 19, 1972 (MANNING):

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman,  
National Railway Labor Conference

FOR THE UNITED TRANSPORTATION UNION:

/s/ M. W. HAMPTON  
M. W. Hampton, Assistant President



## MANNING AND TRAINING AGREEMENT

THIS AGREEMENT, made this 25th day of August 1978 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:

A. The parties hereto agree that the Agreement of July 19, 1972 relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI - Compensation During Training - of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

"Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to 3.125% of the weekly rate."

NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph VI, A does not apply unless within 30 days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the carrier.

2. Article I - Employment of Firemen (Helpers) - of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

(ALREADY INCORPORATED IN THIS REVISED COPY OF THE MANNING AGREEMENT)

3. Section 5 of Article III - Employment Protection and Exercise of Seniority - of the July 19, 1972 Manning Agreement is hereby amended by adding the following paragraph (i):

(ALREADY INCORPORATED IN THIS REVISED COPY OF THE MANNING AGREEMENT)

4. Interpretation Committee

A Committee consisting of two organization and two carrier members is hereby established with authority to issue agreed-upon interpretations of the provisions of the July 19, 1972 Manning and Training Agreements as modified by this agreement.

It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

- B. The rate of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

C. General Provisions

1. Court Approval

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

2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(ii) The parties to this Agreement shall not serve nor progress prior to January 1, 1981 (not to become effective before April 1, 1981) any notice or proposal relating to the July 19, 1972 Manning and Training Agreements, as amended, and any pending notices served by one party upon another pertaining to such matters, and not otherwise disposed of under paragraph (i) above, are hereby withdrawn.

(iii) The effective date of this Agreement shall be September 1, 1978.

SIGNED AT WASHINGTON, D.C. THIS 25th DAY OF AUGUST, 1978

FOR THE PARTICIPATING  
CARRIERS LISTED IN  
EXHIBIT A:

CHARLES I. HOPKINS, JR.  
*Chairman*

C. F. BURCH

A. E. EGBERS

F. R. ELTERMAN

G. L. FARR

J. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERT E. UPTON

FOR THE EMPLOYEES  
REPRESENTED BY THE  
UNITED TRANSPORTATION  
UNION:

AL H. CHESSER

R. R. BRYANT

J. W. JENNINGS

H. G. KENYON

## EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MAY 26, 1975, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION OF DESIRE TO REVISE THE UTU JULY 19, 1972 MANNING AGREEMENT TO THE EXTENT INDICATED IN ATTACHMENT A, AND SUCH NOTICES AS MAY BE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed, as indicated below, and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union.

Akron & Barberton Belt Railroad  
Akron, Canton & Youngstown Railroad  
Alton & Southern Railway  
Atchison, Topeka and Santa Fe Railway  
Atlanta & Saint Andrews Bay Railway  
Bangor and Aroostook Railroad  
Bessemer and Lake Erie Railroad  
Burlington Northern Inc.  
Butte, Anaconda & Pacific Railway  
Camas Prairie Railroad  
Central of Georgia Railroad  
Central Vermont Railway, Inc.

### THE CHESSIE SYSTEM:

1: Baltimore and Ohio Railroad  
Baltimore and Ohio Chicago Terminal Railroad  
Chesapeake and Ohio Railway  
Western Maryland Railway  
Chicago & Illinois Midland Railway  
Chicago and North Western Transportation Company  
Chicago and Western Indiana Railroad  
\* Chicago, Milwaukee, St. Paul and Pacific Railroad  
Chicago Short Line Railway  
Chicago, West Pullman & Southern Railroad  
Davenport, Rock Island and North Western Railway  
Delaware and Hudson Railway  
Denver and Rio Grande Western Railroad  
Des Moines Union Railway  
Detroit and Mackinac Railway  
Detroit, Toledo and Ironton Railroad  
Duluth, Missabe and Iron Range Railway  
Duluth, Winnipeg & Pacific Railway  
Elgin, Joliet & Eastern Railway

### THE FAMILY LINES SYSTEM:

Seaboard Coast Line Railroad  
2: Louisville & Nashville Railroad  
Clinchfield Railroad

Green Bay and Western Railroad  
 Greenwich and Johnsonville Railway  
 Illinois Central Gulf Railroad  
 Illinois Terminal Railroad  
 Indiana Harbor Belt Railroad  
 Joint Texas Division of the CRI&P RR. and FW&D Ry.  
 Kansas City Southern Railway  
 Kansas City Terminal Railway  
 Kentucky & Indiana Terminal Railroad  
 Lake Superior Terminal and Transfer Railway  
 Los Angeles Junction Railway  
 Louisiana & Arkansas Railway  
 Maine Central Railroad, Portland Terminal Company  
 Manufacturers Railway  
 McKeesport Connecting Railroad  
 Minneapolis, Northfield and Southern Railway  
 Minnesota, Dakota & Western Railway  
 Minnesota Transfer Railway  
 Missouri-Kansas-Texas Railroad  
 3: Missouri Pacific Railroad  
     Fort Worth Belt Railway  
     Missouri-Illinois Railroad  
     New Orleans and Lower Coast Railroad  
 Monongahela Railway  
 Montour Railroad  
 New Orleans Public Belt Railroad  
 Norfolk and Western Railway  
 Oregon, California and Eastern Railway  
 Peoria and Pekin Union Railway  
 Pittsburg & Shawmut Railroad  
 Port Terminal Railroad Association  
 Quanah, Acme and Pacific Railway  
 St. Joseph Terminal Railroad  
 4: St. Louis-San Francisco Railway  
     Soo Line Railroad  
     Southern Railway  
         Alabama Great Southern Railroad  
         Cincinnati, New Orleans & Texas Pacific Railway  
         Georgia Southern and Florida Railway  
         Interstate Railroad  
         New Orleans Terminal Company  
         St. Johns River Terminal Company  
 Spokane International Railroad  
 Terminal Railroad Association of St. Louis  
 Texas Mexican Railway  
 Toledo, Peoria and Western Railroad  
 Union Pacific Railroad  
 Union Terminal Railway-St. Joseph Belt Railway  
 Washington Terminal Company  
 Wichita Terminal Association  
 Youngstown and Northern Railroad

NOTES:

- \* Subject to the approval of the Courts.
- 1 Includes the former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtis Bay Railroad.
- 2 Covers the Monon Subdivision only.
- 3 Includes the former Texas and Pacific Railway.
- 4 Includes the AT&N District.

FOR THE CARRIERS:

CHARLES I. HOPKINS, JR.

FOR THE UNITED  
TRANSPORTATION UNION:

AL H. CHESSER

Washington, D.C.  
June 1, 1978

**NATIONAL  
TRAINING AGREEMENT**  
BETWEEN RAILROADS REPRESENTED BY THE  
**NATIONAL CARRIERS'  
CONFERENCE COMMITTEE**



AND THEIR EMPLOYEES REPRESENTED BY THE  
**UNITED TRANSPORTATION UNION**

NMB CASE NO. A-9152  
AS AMENDED

February 1997

Dear Brothers and Sisters:

UTU is very proud to be embarking on its twenty-fifth year of representing engine service employees through the administration of the National Manning and Training Agreements.

These Agreements are testament to the dedicated efforts of the Officers and Chairpersons who obtained them and those Officers and Chairpersons who continue to fight for the rights of all engine and train service members today.

As rail labor heads into the twenty-first century, UTU will remain at the forefront and continue to proactively pursue the interests of our members.

Fraternally yours,

A handwritten signature in cursive script that reads "Charles L. Little". The signature is written in dark ink and is positioned above the printed name and title.

Charles L. Little  
International President



**HIGHLIGHTS OF THE UNITED TRANSPORTATION UNION  
TRAINING PROGRAM AGREEMENT**

1. Each carrier will establish and maintain a training program for the training, qualifying and promotion of firemen-helpers to locomotive engineers.
2. A training program schedule is to be established on each individual carrier.
3. The training program is subject to review by the UTU(E) general chairperson.
4. Firemen-helpers hired subsequent to July 19, 1972, shall be given a seniority date as fireman-helpers in accordance with existing rules.
5. After July 19, 1972, no employee may be promoted to engineer without first becoming a fireman-helper and completing the UTU(E) training program.
6. Newly hired firemen-helpers must be placed in the training program within six (6) months thereafter.
7. Firemen-helpers in classroom training at points away from home will be allowed actual and necessary travel, meal and lodging expense.
8. A fireman-helper undergoing on-the-job training will receive lodging and meal allowances under applicable UTU(E) agreements.
9. Existing merger or protective guarantees of firemen-helpers placed in training are preserved.
10. Firemen-helpers in training will receive health coverage, off-track vehicle insurance and credit for all prior continuous service for vacation purposes.

**NMB CASE NO. A-9152**

DATED JULY 19, 1972,  
AND AMENDED AUGUST 25, 1978

## **MEDIATION AGREEMENT**

This Agreement made this 19th day of July, 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 employees of such Carriers shown thereon and represented by the United Transportation Union (Enginemen).

The Carriers and the United Transportation Union desire at this time to establish a formal training program, which, together with on-the-job training, will accelerate training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers. They therefore enter into this Agreement:

### **ARTICLE I - GENERAL**

A. The Carrier will establish and maintain a training program to accelerate the training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers in accordance with the terms of this Agreement.

B. The recruitment, selection, employment and training of firemen (helpers) under this program shall be without discrimination because of race, color, religion, national origin or sex.

### **ARTICLE II - ELIGIBILITY**

A. 1. Each firemen (helper) shall be given a seniority date as a fireman (helper) in accordance with applicable agreements now in effect.

Firemen (helpers) shall be required to accept training and promotion according to their relative standing on the Firemen's Seniority Roster in their respective seniority district, except as otherwise provided in this Agreement.

A. 2. Subsequent to the adoption of this Agreement, and except as provided herein, no employee, not previously qualified, shall be eligible to be promoted to the craft of locomotive engineer, without first entering the service as fireman (helper) and completing the training set forth herein.

B. 1. The Carrier will expedite the training, qualifying and promotion of firemen (helpers) having a seniority date as such on the effective date of this Agreement, and such training, qualifying and promotion will be completed before the training, qualifying and promotion of new firemen (helpers) becomes applicable under the terms of this Agreement. In the application of this paragraph any existing agreement between the parties requiring a minimum length of service before a fireman (helper) is eligible for promotion is superseded by this Agreement, unless mutually agreed to the contrary by the parties on an individual Carrier.

Note: *This Agreement shall not require the training or promotion of firemen (helpers) on seniority rosters on the effective date of this Agreement who have not heretofore been required to accept promotion, including, but not limited to firemen (helpers) who are physically disqualified, fixtures, non-promotables under certain court decisions or non-promotables by reason of discipline.*

B. 2. Firemen (helpers) who are engaged in an accelerated training program under existing agreements on individual railroads will continue their training to completion in accordance with the terms of such agreements notwithstanding the modification of such agreements as provided herein.

B. 3. Subject to the provisions of Paragraphs B. 1 and B. 2 above, all firemen (helpers) hired subsequent to the effective date of this Agreement will be required to enter the training program within one year from the date of their employment and be continued therein until completion of the training program which shall not exceed six months. Length of service requirements in existing agreements between the parties are hereby modified to conform to this paragraph unless mutually agreed to the contrary by the parties on an individual Carrier.

C. Firemen (helpers) having a seniority date as such on the effective date of this Agreement who have failed promotional examinations under existing agreements prior to the effective date of this Agreement will be given consideration for retraining by the General Chairman and the Carrier.

D. No fireman (helper) shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

E. If a junior fireman (helper) is promoted out of turn, such junior fireman (helper) will rank below any senior fireman (helper) as an engineer, when such senior fireman (helper) completes the program and is given a certificate as an engineer, unless agreements on an individual Carrier provide otherwise.

F. If there is an immediate need for locomotive engineers on a particular seniority district on the effective date of this Agreement, fireman (helpers) may be required to enter the training program in seniority order irrespective of their length of service as firemen (helpers).

### *ARTICLE III- TRAINING PROGRAM*

A. The training program shall consist of classroom instruction and work experience as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.

B. Examinations will be prepared and administered by the Carrier.

C. The training program and any intended substantial changes therein shall be reviewed from time to time by the Carrier Representative and the UTU(E) General Chairman.

D. The General Chairmen shall be furnished the name and address of each fireman (helper) entering the training program, showing the date he is placed in training. Further, the General Chairmen will be advised by the Carrier of the names and location of the supervisors in charge of administering the training program.

E. The Carrier shall establish a training program schedule and if the schedule does not require attendance on a day or days of a calendar week, firemen (helpers) will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances a fireman (helper) will not be permitted to mark up for service.

F. When firemen (helpers) are not assigned to scheduled training programs they shall be required to exercise their seniority with the understanding that in so doing they will meet experience requirements in various classes of service on the individual Carrier.

G. As near as practicable, training days will be scheduled not to exceed eight hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.

H. Firemen (helpers) assigned to a scheduled training program will not be used in other service prior to completion of the training program if any qualified regular or extra engine service employee can be used. On days firemen (helpers) assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority or work extra.

If a fireman (helper) is used in other service during a scheduled training program his earnings for that service will be in addition to the weekly rate set forth in this Agreement.

I. A fireman (helper) will not be required to make on-the-job training trips on a seniority district other than that for which he is being trained, unless mutually agreed to by the parties on the individual Carrier.

J. Firemen (helpers) who, after starting the training program, are unable to continue the training due to sickness or proper leave of absence will not be regarded as having failed. The decision as to whether they must start the program at the beginning or at another point in the program will be made by the Instructor(s)

after consulting with the UTU(E) Representative.

K. If not otherwise provided by the Carrier, firemen (helpers) will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom instructions when headquartered at points beyond commuting distances from their place of residence.

L. A fireman (helper) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement on the individual Carrier.

M. When a Carrier requires work experience on assignments that otherwise would not be available to individual firemen (helpers) in time to permit compliance with the requirements of the training program, the Carrier will designate a sufficient number of such assignments on which firemen (helpers) may exercise their seniority for the period necessary to satisfy such requirements. In such cases the fireman (helper) will not be subject to displacement until he has accumulated the necessary work experience, except he may be displaced by a senior fireman (helper) who would otherwise be placed in a furloughed status.

N. A fireman (helper) may be forced from his regular assignment to permit a fireman (helper) in training to obtain necessary work experience on such assignment. When a senior fireman (helper) is forced from his assignment by a fireman (helper) his junior under such circumstances, he will be paid not less than he would have been paid on the assignment from which he was removed.

O. Adequate records of firemen (helpers) on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

#### *ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY*

Upon successful completion of the training program, the fireman (helper) shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain engineer's seniority in accordance with all applicable agreements. Upon such certification the Carrier shall supply the UTU(E) General Chairman with the names of the firemen (helpers) so certified and the date of the certification.

#### *ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY*

A. When, in the opinion of the Carrier Instructor(s), it becomes apparent that a fireman (helper) will not complete the training satisfactorily, he will be required to consult with the Carrier Instructor(s) and a Representative of the UTU(E) for the purpose of identifying and possibly overcoming the problem.

B. If a fireman (helper) under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination. The second examination will be taken not less than thirty days nor more than ninety days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.

During the period while awaiting and taking the re-examination, firemen (helpers) will not be compensated nor allowed any expenses as firemen (helpers) under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen (helpers).

During the period while awaiting and taking the second examination firemen (helpers) may exercise their seniority.

Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will result in termination of service.

#### *ARTICLE VI - COMPENSATION DURING TRAINING*

A. Firemen (helpers) shall be paid a minimum of **\$653.56\*** per calendar week, subject to increases com-

*\*Rate effective December 1, 1995. Effective July 1, 1997—\$676.43; and effective July 1, 1999—\$700.11.*

mensurate with those granted firemen in national negotiations, while actively participating in the training program. This payment shall comprehend all time consumed in the training program. To receive the full rate, the fireman (helper) must be available for a maximum of six days per calendar week commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a fireman (helper) is not available of his own volition, provided that no deduction will be made for days on which training is not scheduled. Prorated daily rate will be computed on the basis of the number of days comprising the training week. For all days in excess of six in a calendar week that a fireman (helper) is required to participate in the training program, he shall be paid the prorated daily rate. **[See amendment for overtime rate over 48 hours.]**

B. A fireman (helper) having a seniority date on the effective date of this Agreement shall be compensated while engaged in the scheduled training program not less than the amount he would have earned on the regular assignment he held at the time of entry into the training program.

Should a fireman (helper) be assigned to an extra list, his earnings during training will be determined on the basis of the average earnings of the extra list at the time he was removed therefrom for training purposes. Such determination shall be computed on the basis of the average earnings of the extra list at the last regulating period but in no event shall his earnings exceed the maximum mileage for extra men as set forth in schedule rules on the individual Carrier.

Compensation during training for a regularly assigned or extra fireman (helper) shall be not less than the weekly rate set forth in Paragraph A of this Article.

Firemen (helpers) who enter the training program from other than a regular assignment or an extra list will be compensated as set forth in Paragraph A of this Article.

The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman (helper) is absent of his own volition.

C. A fireman (helper) entering the training program who has established an earnings guarantee under the provisions of the Washington Job Protection Agreement, the Agreement of January 27, 1972 between the Carriers and the UTU, an employee protective agreement arising out of a transaction approval by the Interstate Commerce Commission under Section 5 of the Interstate Commerce Act, or an employee protective agreement arising out of the Rail Passenger Transportation Act of 1970, or an earnings guarantee of similar character, will not have such guarantee reduced account of his participation in this training program. However, there will be no duplication of payments under this Agreement and such protective agreements.

D. Firemen (helpers) in the training program will receive the benefits under Group Policy Contract GA-23000, as amended, or such other health and welfare program as may be in effect on the individual carrier, provisions of Article IX of the Agreement of September 14, 1968, and National Vacation Agreements (including the Interpretation of the Continuous Service Provisions of January 18, 1956) in effect with the UTU(E).

E. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification and promotion of firemen (helpers), or which provide for payment of an allowance for instructor(s), or which provide for preservation of the without fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on the individual Carrier.

#### *ARTICLE VII - SUPERVISION OF FIREMEN (HELPERS) IN THE TRAINING PROGRAM*

When firemen (helpers) participating in the training program are required to receive on-the-job training the engineer on the job selected will acquaint the fireman (helper) in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman (helper) in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and

engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman (helper) in training.

C. The presence of a fireman (helper) in training will not affect the engineer rate of pay when operating without a fireman (helper).

Note: *The use of the term "fireman (helper) in training" in this article refers to a fireman (helper) while actually engaged in the scheduled training program and who is being compensated pursuant to the provisions of Article VI, Paragraphs A, B or C of this Agreement.*

D. Engineer(s) will be required to complete progress reports as may be directed.

E. The provisions of this Article VII shall apply only on those Carriers where the UTU(E) represents the craft or class of Locomotive Engineers.

#### *ARTICLE VIII - SIMULATORS AND OTHER TRAINING DEVICES*

Provisions of existing agreements between the parties covering the use of simulators or other training devices used in the training of firemen (helpers) for promotion to locomotive engineer shall become part of this Agreement and shall remain in full force and effect unless and until canceled or amended in accordance with the specific terms of such agreements.

All other provisions of this Agreement shall apply to the use of simulators and other training devices used in the training of firemen (helpers) which are hereafter established.

#### *ARTICLE IX - MISCELLANEOUS*

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the Carrier, may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

#### *ARTICLE X - EFFECT ON EXISTING AGREEMENTS*

This agreement will supersede existing agreements relating to the training, qualifying and promotion of firemen (helpers) represented by the UTU(E) only to the extent set forth herein.

#### *ARTICLE XI - DISPUTES COMMITTEE*

There is hereby established a National Disputes Committee consisting of one Carrier member and one Organization member signatories hereto, the jurisdiction of which shall be limited solely to the settlement of disputes as to how existing individual agreements between a Carrier and the UTU(E) should be changed to conform to this Agreement, as outlined in Paragraphs (A) and (B) below:

(A) For the sole purpose of revising existing individual agreements so as to make them conform to this Agreement, a representative of each Carrier and the duly authorized representative of its employees shall, as expeditiously as possible, but in any event no later than forty-five days after the effective date of this Agreement, prepare and exchange in writing a list of agreement provisions which each party views as being superseded or modified by this Agreement.

(B) As expeditiously as possible, but in any event no later than seventy-five days after the effective date of this Agreement, the Carrier representative will meet with the duly authorized representative of its employees for the purpose of deleting and/or modifying any agreement rules in conflict with this Agreement.

(C) Any disputes arising solely in connection with the revising of individual agreements so as to make them conform to this Agreement and not settled on the property under the procedures outlined in Paragraphs (A) and (B) above may be referred by either party to the National Disputes Committee for a final and binding decision. Such disputes must be submitted within one hundred twenty days after the effective date of this

Agreement in compliance with the agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to the National Disputes Committee.

(D) The National Disputes Committee shall meet and consider any disputes that have been docketed within three months after the effective date of this Agreement. Subsequent meetings will be held on agreed-upon dates, provided such dates are to be no later than six months and nine months following the effective date of this Agreement. After deciding all of the disputes that have been docketed at the beginning of the nine months meeting, the National Disputes Committee shall cease to exist.

(E) In the event the National Disputes Committee is unable to reach a decision with respect to any submitted dispute, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted dispute. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such dispute, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

(F) The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any two members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties.

#### *ARTICLE XII - COURT APPROVAL*

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

#### *ARTICLE XIII - EFFECT OF THIS AGREEMENT*

A. This Agreement is in settlement of the dispute growing out of notices served on the Carriers listed in Exhibit "A" by the former BLF&E (UTU(E) on or about November 15, 1965, (identified as former BLF&E Notice No. 3), and 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 thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. [See amendment.]

B. This Agreement is intended to apply only to the rates of pay, rules or working conditions of firemen (helpers) and locomotive engineers represented by the UTU(E) and shall not be construed or applied otherwise.

C. The effective date of this Agreement shall be July 19, 1972.

*SIGNED AT WASHINGTON, D. C., THIS 19TH DAY OF JULY, 1972.*

For the Participating Carriers Listed in Exhibit A:

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

/s/ C. A. BALL  
C. A. Ball

/s/ F. K. DAY, JR.  
F. K. Day, Jr.

/s/ T. C. DeBUTTS  
T. C. De Butts

/s/ G. L. FARR  
G. L. Farr

/s/ J. R. JONES  
J. R. Jones

/s/ J. J. MAHER  
J. J. Maher

/s/ C. E. MERVINE, JR.  
C. E. Mervine, Jr.

/s/ EARL OLIVER  
Earl Oliver

/s/ G. S. PAUL  
G. S. Paul

/s/ G. M. SEATON, JR.  
G. M. Seaton, Jr.

For the Employees Represented By The United  
Transportation Union:

/s/ M. W. HAMPTON  
M. W. Hampton, Assistant President

/s/ J. W. JENNINGS  
J. W. Jennings, Vice President

/s/ H. M. PRICE  
H. M. Price, Chairman

/s/ M. H. NELSEN  
M. H. Nelsen, Vice Chairman

/s/ A. B. HEALAN  
A. B. Healan, Secretary

/s/ R. A. BONENO  
R. A. Boneno, Member

/s/ R. M. GAMBRELL  
R. M. Gambrell, Member

/s/ T. P. GORMAN, JR.  
T. P. Gorman, Jr., Member

/s/ G. B. McKEE  
G. B. McKee, Member

/s/ H. W. WHITE  
H. W. White, Member

WITNESS:

/s/ WARREN S. LANE  
Warren S. Lane  
Regional Head Mediator  
National Mediation Board

/s/ JACK W. CASSLE  
Jack W. Cassle  
Mediator  
National Mediation Board



PARTICIPATING CARRIERS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE  
AND THE EMPLOYEES OF SUCH CARRIERS REPRESENTED BY THE UNITED TRANSPORTATION UNION

Akron and Barberton Belt Railroad  
Akron, Canton and Youngstown Railroad  
Alton and Southern Railway  
Ann Arbor Railroad  
Atchison, Topeka and Santa Fe Railway  
Atlanta & St. Andrews Bay Railway  
Atlanta and West Point Rail Road - The Western Railway of Alabama  
Atlanta Joint Terminals  
Baltimore and Ohio Railroad  
    Buffalo Division  
    Strouds Creek and Muddlety Territory  
Baltimore and Ohio Chicago Terminal Railroad  
Bangor and Aroostook Railroad  
Bauxite and Northern Railway  
Bessemer and Lake Erie Railroad  
\* Boston and Maine Corporation  
Buffalo Creek Railroad  
Burlington Northern, Inc.  
Butte, Anaconda and Pacific Railway  
<sup>1</sup> Camas Prairie Railroad  
Central of Georgia Railroad  
Central Vermont Railway, Inc.  
Chesapeake and Ohio Railway  
Chicago and Eastern Illinois Railroad  
Chicago and Illinois Midland Railway  
<sup>2</sup> Chicago and North Western Transportation Company  
Chicago and Western Indiana Railroad  
Chicago, Milwaukee, St. Paul and Pacific Railroad  
Chicago, Rock Island and Pacific Railroad  
Chicago Short Line Railway  
Chicago, West Pullman and Southern Railroad  
Clinchfield Railroad  
Curtis Bay Railroad  
Davenport, Rock Island and North Western Railway  
Delaware and Hudson Railway  
Denver and Rio Grande Western Railroad  
Des Moines Union Railway  
Detroit and Mackinac Railway  
Detroit and Toledo Shore Line Railroad  
Detroit, Toledo and Ironton Railroad  
Duluth, Missabe and Iron Range Railway  
Duluth, Winnipeg and Pacific Railway  
East St. Louis Junction Railroad  
Elgin, Joliet and Eastern Railway  
\* Erie Lackawanna Railway  
Fort Worth and Denver Railway  
Galveston, Houston and Henderson Railroad  
Galveston Wharves  
Green Bay and Western Railroad  
Greenwich and Johnsonville Railway

Gulf, Mobile and Ohio Railroad  
 Illinois Central Railroad  
 Illinois Northern Railway  
 Illinois Terminal Railroad  
 Indiana Harbor Belt Railroad  
 Indianapolis Union Railway  
 Joint Texas Division of the CRI&P and FtW&D Railway  
 Kansas City Southern Railway (including KCS affiliates at Milwaukee-Kansas City Southern Joint Agency)  
 Kansas City Terminal Railway  
 Kentucky and Indiana Terminal Railroad  
 Lake Superior Terminal and Transfer Railway  
 Lehigh and New England Railway  
 \* Lehigh Valley Railroad  
 Longview, Portland and Northern Railway  
 Los Angeles Junction Railway  
 Louisiana and Arkansas Railway  
 Louisville and Nashville Railroad, Monon Division  
 Maine Central Railroad  
     Portland Terminal Company  
 Manufacturers Railway  
 McKeesport Connecting Railroad  
 Minneapolis, Northfield and Southern Railway  
 Minnesota, Dakota and Western Railway  
 Minnesota Transfer Railway  
 Mississippi Export Railroad  
 Missouri-Kansas-Texas Railroad  
 Missouri Pacific Railroad (including Gulf District, DeQuincy Division and former Union Railway  
     (Memphis))  
     Missouri-Illinois Railroad  
 Monongahela Railway  
 Montour Railroad  
 New Orleans Public Belt Railroad  
 New Orleans Union Passenger Terminal  
 New York, Susquehanna and Western Railroad  
 Norfolk and Western Railway -  
     Atlantic and Pocahontas Regions;  
     Lines of former New York, Chicago and St. Louis Railroad;  
     Lines of former Pittsburgh and West Virginia Railway;  
     Lines of former Wabash Railroad - East and West  
 Norfolk Southern Railway  
 Northampton and Bath Railroad  
 Ogden Union Railway and Depot Company  
 Oregon, California and Eastern Railway  
 \*<sup>3</sup> Penn Central Transportation Company  
 Pennsylvania-Reading Seashore Lines  
 Peoria and Pekin Union Railway  
 Pittsburg and Shawmut Railroad  
 Pittsburg and Lake Erie Railroad, including  
     Lake Erie and Eastern Railroad  
 Port Terminal Railroad Association  
 \* Reading Company  
 Ironton Railroad  
 St. Joseph Terminal Railroad

St. Louis-San Francisco Railway  
 St. Louis Southwestern Railway  
 Seaboard Coast Line Railroad  
 Soo Line Railroad  
 Southern Pacific Transportation Company - Pacific Lines (including former El Paso and Southwestern System and Nogales, Arizona, Yard)  
 Southern Railway  
     Alabama Great Southern Railroad (including former New Orleans and Northeastern Railroad)  
     Carolina and Northwestern Railway  
     Cincinnati, New Orleans and Texas Pacific Railway (including former Harriman and Northeastern Railroad)  
     Georgia Southern and Florida Railway  
     Interstate Railroad  
     New Orleans Terminal Company  
     St. Johns River Terminal Company  
 South Omaha Terminal Railway  
 Spokane International Railroad  
 Terminal Railroad Association of St. Louis  
 Texas and Pacific Railway (including former Midland Valley Railroad and former Kansas, Oklahoma and Gulf Railway)  
     Fort Worth Belt Railway  
     New Orleans and Lower Coast Railroad  
 Texas Mexican Railway  
 Toledo, Peoria and Western Railroad  
 Toledo Terminal Railroad  
 Union Pacific Railroad  
 Union Terminal Company (Dallas)  
 Union Terminal Railway-St. Joseph Belt Railway  
 Washington Terminal Company  
 Western Maryland Railway  
 Wichita Terminal Association  
 Youngstown and Northern Railroad

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 EXHIBIT A  
 (Training)

\*Subject to the Approval of the Courts.

<sup>1</sup>Authorization applies on that part of the Camas Prairie Railroad covered by the Burlington Northern, Inc. (former Northern Pacific Railway) schedule.

<sup>2</sup>Authorization includes the Minneapolis Industrial Railway.

<sup>3</sup>Authorization excludes firemen on the former Louisville and Jeffersonville Bridge and Railroad of the former New York Central Railroad.

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 FOR THE CARRIERS:

/s/ J. F. Griffin  
 J. F. GRIFFIN

-----  
 FOR THE UNITED TRANSPORTATION UNION (E):

/s/ B. R. Calkins  
 B. R. CALKINS

Washington, D.C., July 19, 1972

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972 T-1

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

This will confirm our understanding that employees who on the effective date of Mediation Agreement, Case No. 9152, Sub 1, Sub. 2, Sub. 3 and Sub. 4, are engaged in an accelerated training program under existing agreements on individual railroads may continue their training program to completion in accordance with the terms of such agreements.

Yours very truly,

/s/ WILLIAM H. DEMPSEY  
William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N.W., Washington, D. C. 20036

July 19, 1972 T-2

Mr. M. W. Hampton  
Assistant President  
United Transportation Union  
15401 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Hampton:

In accordance with our understanding, this is to confirm that, in the granting of vacations to firemen (helpers) subject to the provisions of the Operating Vacation Agreement of April 29, 1949, as amended, who have transferred (without a break in the employment relationship) to that class of service from a class of service not covered by an agreement held by an organization signatory to the Operating Vacation Agreement of April 29, 1949, all service rendered for the carrier in the class or classes of service not so covered will be counted in establishing the requirements of such Agreement as to the years of continuous service, the days of service rendered during the years of continuous service and the service rendered in the calendar year preceding the year in which the vacation is taken in the same manner as if the service not covered had been subject to the provisions of the Operating Vacation Agreement.

Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,

/s/ William H. Dempsey, Chairman

ACCEPTED:

/s/ M. W. HAMPTON  
M. W. Hampton

## MANNING AND TRAINING

### AGREEMENT

THIS AGREEMENT, made this 25th day of August 1978 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:

A. The parties hereto agree that the Agreement of July 19, 1972 relating to Manning and Training are hereby amended in the following respects:

1. Paragraph A of Article VI—Compensation During Training— of the July 19, 1972 Training Agreement is amended by adding as a new paragraph thereto the following:

*"Notwithstanding the foregoing provisions, firemen, while being paid the weekly minimum rate provided for by this Paragraph A, shall receive additional pay for time spent in excess of 48 hours during a calendar week in on-the-job training. Such time will be paid for on a minute basis at an hourly rate equal to 3.125% of the weekly rate."*

*NOTE: The above provision shall not apply on any carrier on which the weekly rate provided for in Paragraph VI, A does not apply unless within 30 days from the date of this Agreement the General Chairman elects to revert to such rate and so notifies the carrier.*

2. Article I—Employment of Firemen (Helpers)—of the July 19, 1972 Manning Agreement is amended by adding the following Note to Section 3(a):

*"NOTE: For the purpose of this Section, the maximum applicable regulating factor applicable to yard engineers subject to a five-day work week Agreement will be not more than 26 days per month."*

3. Section 5 of Article III—Employment Protection and Exercise of Seniority—of the July 19, 1972 Manning Agreement is hereby amended by adding the following paragraph (i):

*"(i) Notwithstanding other provisions of this Section 5, a carrier may reduce the number of firemen on a seniority district equal to the reduction in the number of engineer positions of that district as the result of emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike; provided that the application of the foregoing shall not result in the furlough of firemen employed on or before September 1, 1978. As the number of engineer positions reduced because of emergency conditions are restored, an equal number of firemen furloughed under this provision will be returned to service. Any reduction in the number of engineer miles or days because of an emergency condition resulting in a reduction in the number of firemen under this paragraph (i) will not be taken into account in the 14-day determinations under paragraphs (b) through (e) of this Section. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules."*

4. Interpretation Committee

A Committee consisting of two organization and two carrier members is hereby established with authority to issue agreed-upon interpretations of the provisions of the July 19, 1972 Manning and

Training Agreements as modified by this agreement.

It is further understood that individual claims for compensation alleged to be due pursuant to such agreements shall be handled on the property in accordance with the rules governing the handling of claims and grievances, including time limit rules.

Within thirty days of the date of this agreement the parties hereto shall appoint their respective members of the Committee which shall promptly meet and agree upon rules of procedure for handling questions submitted for interpretation.

B. The rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds will be the minimum standard rates of pay for firemen in yard service.

### C. General Provisions

#### 1. Court Approval

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

#### 2. Effect of This Agreement

(i) This Agreement is in settlement of the dispute between the carriers listed in Exhibit A and the United Transportation Union growing out of the notices served by the United Transportation Union, dated on or about May 26, 1975. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect through March 31, 1981 and thereafter until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

(ii) The parties to this Agreement shall not serve nor progress prior to January 1, 1981 (not to become effective before April 1, 1981) any notice or proposal relating to the July 19, 1972 Manning and Training Agreements, as amended, and any pending notices served by one party upon another pertaining to such matters, and not otherwise disposed of under paragraph (i) above, are hereby withdrawn.

(iii) The effective date of this Agreement shall be September 1, 1978.

SIGNED AT WASHINGTON, D.C. THIS 25th DAY OF AUGUST, 1978

FOR THE PARTICIPATING CARRIERS LISTED  
IN EXHIBIT A:

CHARLES I. HOPKINS, JR., *Chairman*

C. F. BURCH

A. E. EGBERS

F. R. ELTERMAN

G. L. FARR

J. R. NEIKIRK

C. E. MERVINE, JR.

GEORGE S. PAUL

L. W. SLOAN

ROBERT E. UPTON

FOR THE EMPLOYEES REPRESENTED BY THE  
UNITED TRANSPORTATION UNION:

AL H. CHESSER

R. R. BRYANT

J. W. JENNINGS

H. G. KENYON

**NATIONAL RAILWAY LABOR CONFERENCE**

1901 L Street, N.W., Washington, D.C. 20036 Area Code: 202-862-7200

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Charles I. Hopkins, *Chairman*  
W. L. Burner, Jr., *Director of Research*  
D. P. Lee, *General Counsel*

Robert Brown, *Vice Chairman*  
J. F. Griffin, *Director of Labor Relations*  
T. F. Strunck, *Administrator of Disputes Committee*

August 25, 1978

Mr. Al H. Chesser, President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

This will confirm our understanding that in the application of Article IV of Mediation Agreement, Case A-9152, Sub. 1., Sub. 2., Sub. 3., and Sub. 4., dated July 19, 1972 (Training), a fireman (helper) successfully completing the training program shall be certified as a locomotive engineer in all classes of service on his seniority district, except, however, if agreement rules require additional qualification, such rules shall not be affected.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,

/s/ C.I. HOPKINS, JR.  
C. I. Hopkins, Jr.

I concur:

/s/ AL CHESSER



## **EXHIBIT A**

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MAY 26, 1975, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION OF DESIRE TO REVISE THE UTU JULY 19, 1972 TRAINING AGREEMENT TO THE EXTENT INDICATED IN ATTACHMENT B, AND SUCH NOTICES AS MAY BE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed, as indicated below, and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union.

Akron & Barberton Belt Railroad  
Alton & Southern Railway  
Atchison, Topeka and Santa Fe Railway  
Atlanta & Saint Andrews Bay Railway  
Bangor and Aroostook Railroad  
Bessemer and Lake Erie Railroad  
Burlington Northern Inc.  
Camas Prairie Railroad  
Central of Georgia Railroad  
Central Vermont Railway, Inc.

### **THE CHESSIE SYSTEM:**

<sup>1</sup> Baltimore and Ohio Railroad  
Baltimore and Ohio Chicago Terminal Railroad  
Chesapeake and Ohio Railway  
Western Maryland Railway  
Chicago & Illinois Midland Railway  
Chicago and North Western Transportation Company  
Chicago and Western Indiana Railroad  
\* Chicago, Milwaukee, St. Paul and Pacific Railroad  
Chicago Short Line Railway  
Davenport, Rock Island and North Western Railway  
Delaware and Hudson Railway  
Denver and Rio Grande Western Railroad  
Des Moines Union Railway  
Detroit and Mackinac Railway  
Detroit, Toledo and Ironton Railroad  
Duluth, Missabe and Iron Range Railway  
Duluth, Winnipeg & Pacific Railway  
Elgin, Joliet & Eastern Railway

### **THE FAMILY LINES SYSTEM:**

Seaboard Coast Line Railroad  
<sup>2</sup> Louisville & Nashville Railroad  
Clinchfield Railroad  
Green Bay and Western Railroad  
Greenwich and Johnsonville Railway  
Illinois Central Gulf Railroad  
Illinois Terminal Railroad  
Indiana Harbor Belt Railroad  
Joint Texas Division of the CRI&P RR. and FW&D Ry.  
Kansas City Southern Railway

Kentucky & Indiana Terminal Railroad  
 Lake Superior Terminal and Transfer Railway  
 Los Angeles Junction Railway  
 Louisiana & Arkansas Railway  
 Maine Central Railroad, Portland Terminal Company  
 Manufacturers Railway  
 McKeesport Connecting Railroad  
 Minneapolis, Northfield and Southern Railway  
 Minnesota, Dakota & Western Railway  
 Minnesota Transfer Railway  
 Missouri-Kansas-Texas Railroad  
<sup>3</sup> Missouri Pacific Railroad  
     Fort Worth Belt Railway  
     Missouri-Illinois Railroad  
     New Orleans and Lower Coast Railroad  
 Monongahela Railway  
 Montour Railroad  
 New Orleans Public Belt Railroad  
 Norfolk and Western Railway  
 Oregon, California and Eastern Railway  
 Peoria and Pekin Union Railway  
 Quanah, Acme and Pacific Railway  
 St. Joseph Terminal Railroad  
<sup>4</sup> St. Louis-San Francisco Railway  
 Soo Line Railroad  
 Southern Railway  
     Alabama Great Southern Railroad  
     Cincinnati, New Orleans & Texas Pacific Railway  
     Georgia Southern and Florida Railway  
     Interstate Railroad  
     New Orleans Terminal Company  
     St. Johns River Terminal Company  
 Spokane International Railroad  
 Terminal Railroad Association of St. Louis  
 Texas Mexican Railway  
 Toledo, Peoria and Western Railroad  
 Union Pacific Railroad  
 Union Terminal Railway-St. Joseph Belt Railway  
 Washington Terminal Company  
 Youngstown and Northern Railroad

#### NOTES

\*Subject to the approval of the Courts.

<sup>1</sup>Includes the former BR&P Territory, former Strouds Creek and Muddlety Territory and the Curtis Bay Railroad.

<sup>2</sup>Covers the Monon Subdivision only.

<sup>3</sup>Includes the former Texas and Pacific Railway.

<sup>4</sup>Includes the AT&N District.

FOR THE CARRIERS:

CHARLES I. HOPKINS, JR.

FOR THE UNITED TRANSPORTATION UNION:

AL H. CHESSER

Washington, D.C., June 1, 1978

## *NOTES*

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UNITED TRANSPORTATION UNION

NATIONAL AGREEMENT

JANUARY 27, 1972

VERIFIED AGREED-UPON  
QUESTIONS AND ANSWERS

UNITED TRANSPORTATION UNION  
R&S DEPARTMENT  
April 1, 1984

## ARTICLE I - WAGE INCREASES

Q-1: Should the differential between a yard conductor and a car retarder operator be increased by the percentages provided for in the January 27, 1972 Agreement?

A-1: It was our understanding that the intended application of the provisions of Article I(e) of the BRT Agreement of November 7, 1966 was that the differential paid car retarder operators should be added to the basic rate, thereby establishing a new basic rate to which should have been added the five percent increase effective August 12, 1966.

It is our understanding that the percentage wage increases provided for in the January 27, 1972 Agreement should be similarly applied; i.e., such increases should be applied to the basic rate, including the differential as previously increased, of car retarder operators.

## ARTICLE III - VACATIONS

### Section 1(k)

Q-1: Is an employee returning from military service entitled to receive a vacation in the year of his return.

A-1: Article III, Section 1(k), provides that the number of days spent in military service in the calendar year preceding his return to railroad service may be used for qualifying purposes. Such military service can be counted separately for qualifying purposes in the event he had no compensated railroad service in the preceding calendar year or if he had less compensated railroad service in the preceding calendar year than necessary for qualifying purposes he could combine the military service with such compensated railroad service as he did have for qualifying purposes. In the event the employee returns to railroad service too late to take the full vacation for which he would qualify, he is entitled only to the number of available days remaining in the year.

## ARTICLE VI - SWITCHING LIMITS

Q-1: Is it correct to assume that under the UTU Agreement roadmen may not serve new industries that are being served by yard crews?

A-1: Section 2 of Article VI provides -

"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."

Accordingly, the same latitude for serving the defined industries with road crews or yard crews that obtained under the BRT May 25, 1951 Agreement, and the BLF&E and ORC&B May 23, 1952 Agreements continues under this expansion of the 1951-1952 Agreement provisions. In this connection, the decisions rendered in Case No. BRT-65-W of the Article 14 Committee of the BRT May 25, 1951 Agreement (which was rendered without a neutral) and in Case BLF&E-24-W, ORC&B-16-W under the BLF&E and ORC&B May 23, 1952 Agreements make it clear that the railroads may change their services for such industries between road and yard crews provided that the service is not indiscriminately alternated. New or existing industries being served by yard crews shall not simultaneously be served by road crews unless otherwise permitted under existing agreements.

\*\*\*\*\*

Q-2: Section 2 of Article VI reads, in part -

"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.  
\* \* \*." (Underscoring added)

Does the underscored portion of this provision mean the location of the switching limits in effect as of January 27, 1972?

A-2: Yes.

\*\*\*\*\*

Q-3: In the application of Article VI, Section 2, is the carrier in providing switching service to a new industry limited to four miles of the switching limits in effect as of January 27, 1972?

A-3: Yes. If the carrier, as the result of the 1951 and 1952 Agreements is now utilizing this rule at a point, they cannot request an additional four miles. If the carrier has not utilized this rule at a point, they may provide switching service to an industry which has located outside of the switching limits since the 1951 and 1952 Agreements, with yard crews up to four miles from the switching limits in effect as of January 27, 1972.

\*\*\*\*\*

Q-4: When a "new" industry is being served by yard crews, must all "old" industries be also served by yard crews?

A-4: It is our understanding that an election by a carrier to serve a "new" industry by yard crews does not obligate the carrier to serve any or all "old" industries by yard crews.

## ARTICLE VII - INTERCHANGE

Q-1: Under existing rules, road crews may not be required to handle their caboose when their train has been yarded. Does the agreement permit the UTU members of a crew to "runaround" a train delivered to another carrier and remove its caboose to handle back to the crew's tie up point?

A-1: It is our understanding that where a road crew is required, under Section 1, to deliver a solid train to a connecting carrier, Section 2 permits the carrier to require the road crew to remove its caboose and return it to its tie up point.

\* \* \* \* \*

Q-2: Is it permissible to require a crew to double with more cars than necessary for the explicit purpose of getting all cars with a common destination in one track when the initial track will not accommodate the entire interchange cut?

A-2: The answer is "yes" provided that the number of cars being interchanged exceeds the capacity of the first track used. Section 4 provides that when the number of cars being interchanged exceeds the capacity of the first track used it is not necessary that any one interchange track be filled to capacity. However, Section 4 also stipulates that the minimum number of tracks necessary to hold the interchange will be used and if the number of cars being interchanged does not exceed the capacity of the first track used, you would be restricted to that track.

\* \* \* \* \*

Q-3: Under the "minimum number of tracks" concept is it permissible to double excess cars from a track which would have accommodated the entire cut to a track which won't accommodate the entire cut?

A-3: No. (See Answer to Question #2 above.)

\* \* \* \* \*

Q-4: On a day when Carrier "A" has no interchange cars for Carrier "B" but nevertheless has a "pull-back" arrangement with Carrier "B", may the Carrier "A" crew be required to go "light" to Carrier "B" in order to pull-back cars for Carrier "A"?

A-4: It is our understanding that the purpose of Section 5 was to remove restrictions contained in any existing rules under which the carriers were required to run interchange crews "light" in either direction. Section 5 does not preclude a carrier from requiring an interchange crew to run light in a situation such as you describe.

\* \* \* \* \*

Q-5: Does the term "connecting carrier" as used in this section include switching or terminal companies?

A-5: Yes.

\* \* \* \* \*

Q-6: Does Article VII, Section 1, contemplate that road crews engaged in solid train movements will have their on and off duty points changed by reason of such movements?

A-6: No. Existing rules or practices concerning the designation of on and off duty points are not changed by Article VII, Section 1.

\*\*\*\*\*

Q-7: Does Article VII contemplate the elimination or modification of initial and final terminal delay rules?

A-7: No.

\*\*\*\*\*

Q-8: Under Article VII, Section 1, may road crews be required to go beyond the point where yard crews effect interchange with a connecting carrier?

A-8: Such movements must be confined to tracks on which the carrier has the right to operate with road, yard or transfer crews.

\*\*\*\*\*

Q-9: Where prior to the January 27, 1972 Agreement a carrier yarded their trains in the yard of a terminal company and the terminal company performed all necessary yard service including interchange with connecting carriers, does Article VII, Section 1, now permit such carrier to operate through the terminal company's yard and effect the interchange of a solid over-the-road train to a connecting carrier with its own road crews?

A-9: Yes, assuming a carrier has trackage rights through a terminal company yard to an interchange point of a connecting carrier.

\*\*\*\*\*

Q-10: May a road crew making a delivery of a solid over-the-road train to a connecting carrier be required to return cars from the connecting carrier to their own yard?

A-10: No.

\*\*\*\*\*

Q-11: What do the words "close proximity" mean as used in Article VII, Section 3?

A-11: As being next to or very near the existing interchange track or tracks.

\*\*\*\*\*



Q-12: The first paragraph of Section 5 of Article VII reads -

"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."

Does this mean yard, belt line and/or transfer crews?

A-12: Yes.

\* \* \* \* \*

Q-13: Does the language "over-the-road" and "solid trains" mean that trains must consist of cars all destined for a connecting carrier and operated by the delivering carrier from terminal to terminal intact in order to permit its delivery to a connecting carrier?

A-13: No. The carrier's right to make normal pick-ups and set-outs at intermediate points is not affected by Section 1 of Article VII. The language "over-the-road" and "solid trains" means that an over-the-road train must be a "solid train" in the movement performed by the road crew within the terminal where its receipt from or delivery to a connecting carrier is effected. However, a carrier may not bring an otherwise unqualified train within the application of Section 1 by making a set-out or set-outs for that sole purpose immediately prior to entering such terminal.

#### ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Q-1: On a carrier an agreement prohibited train crews from being required to call train dispatchers on the radio-telephone in connection with train movements. Is this restriction eliminated?

A-1: Yes.

\* \* \* \* \*

Q-2: On this carrier, yard transfer crews, in addition to being equipped with small hand sets, are equipped with radio pack sets weighing in excess of three pounds. These sets are hand carried to and from the caboose where they normally remain during a tour of duty for use in end-to-end communications - communications which cannot be adequately handled by the smaller radios. Would these pack sets be considered permissible under the Agreement?

A-2: If, as you have indicated, the radio pack sets in question (although hand-carried to and from the cabooses at the beginning and end of the tour of duty) are not used in a "portable" sense by the yard transfer crews during their tour of duty, it is our understanding that their use would be permissible under the provisions of Article VIII.

\* \* \* \* \*

Q-3: By ~~agreement on~~ this carrier, conductors are paid an arbitrary of one hour at the straight time rate for the class of service in which they are engaged for taking train orders or messages over the telephone. Is this arbitrary eliminated by Article VIII?

A-3: No. The only arbitraries eliminated as a result of Article VIII are stated in Section 2 which are for the carrying and/or use of radio equipment.

## ARTICLE IX - ROAD-YARD MOVEMENTS

Q-1: Under carrier's existing rules outbound road crews may be required to make more than one pick-up in yards within their initial terminal other than that from which they took their train. If a road crew makes more than one pick-up at its initial terminal, is the first pick-up subject to the new rules and subsequent pick-ups subject to the old rules (which pay an arbitrary under many circumstances) or does the fact that the crew made more than one pick-up at the initial terminal remove it entirely from coverage under the new rules?

A-1: As indicated in Section 2 of Article IX, the provisions of Section 1 thereof are not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of the agreement. Accordingly, the existing rules referred to under which the road crews may be required to make more than one pick-up in yards within their initial terminal other than that from which they took their train are not affected by the provisions of Article IX.

It is our understanding that, in a situation where a road crew makes more than one pick-up at its initial terminal, the first pick-up would be subject to the provisions of Section 1 of Article IX, i.e., without additional compensation and without penalty payments to yard crews, hostlers, etc., and that subsequent pick-ups would be subject to existing local rules.

\* \* \* \* \*

Q-2: Is it permissible under the Agreement for an inbound crew to make its one set-out at the final terminal on a siding or an industrial track (including leads or industry yards)?

A-2: Yes, provided the siding or an industrial track (including leads or industry yards) is within another yard in the final terminal.

\* \* \* \* \*

Q-3: Is it permissible to require a crew to double with more cars than necessary for the explicit purpose of getting all cars with a common destination into the same track in the course of yarding a train or making a set-out when the first track used will not hold the train or set-out?

A-3: Yes. Section 1 of Article IX provides that where it is necessary to use two or more tracks to hold a train it is not required that any track be filled to capacity. Section 1 contemplates, however, that the minimum number of tracks which could hold the cars will be used.

\* \* \* \* \*

Q-4: Does the phrase "coupled and connected in multiple," as used in Section 1, include units which are coupled and connected in multiple but which are incapable of supplying additional tractive power, i.e., "dead" units?

A-4: It is our understanding that the phrase in question would include "dead" units.

\* \* \* \* \*

Q-5: It is our understanding that the provisions of Section 1 will modify the application of an existing local rule which provides for an engine exchange allowance to the extent that a road freight crew required to exchange their engine at a point where yard crews are employed will no longer be entitled to such allowance. Is this understanding correct?

A-5: Yes.

\* \* \* \* \*

Q-6: Under Section 1 will it be permissible to require a road freight crew to switch a car out from their own train which was found to be defective sometime after the train had been made up by a yard crew but which was known to exist at the time the road crew was brought on duty?

A-6: Yes.

\* \* \* \* \*

Q-7: We have several points where yard crews are employed where other railroads deliver trains to us on our tracks. Presently, when defective cars are discovered, in one of these trains, we have a yard crew remove them. Will we now be permitted to have our road freight crews switch defective cars out from such trains?

A-7: Yes.

\* \* \* \* \*

Q-8: Section 1 provides that a road freight crew may be required to "pick up and/or set out at each intermediate point between terminals" without additional compensation. Are we to understand that this modifies existing conversion rules, i.e., stops made at points where yard crews are employed to pick up and/or set out will no longer be counted in the application of these rules?

A-8: No. Switching allowances, arbitraries and/or penalty payments formerly allowed for this service are the types of "additional compensation" which are eliminated; however, existing conversion rules are not modified or set aside by the provisions in question.

\* \* \* \* \*

Q-9: Does the "additional compensation" referred to in Article IX affect initial and final terminal delay and conversion rules?

A-9: No. The "additional compensation" referred to is intended to eliminate switching penalties where yard crews are employed.

\* \* \* \* \*

Q-10: What effect do the provisions of Article IX have on the nonrestrictive provisions of Article V of the June 25, 1964 Operating Employees' Agreement?

A-10: It is our understanding that, under the first sentence of Section 2 of Article IX of the Agreement -

"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."

the flexibility afforded the carrier under the provisions of Article V of the June 25, 1964 Agreement clearly is retained.

\* \* \* \* \*

Q-11: Does Article IX eliminate engine change agreement arbitraries applicable to crews assigned to yard and transfer service?

A-11: No. Article IX is applicable only to road freight crews at points where yard crews are employed. It does, however, provide that the work described therein may be performed by road freight crews "without penalty payments to yard crews, hostlers, etc."

#### ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Q-1: It has been held in several awards of special and public law boards of adjustment that Article V, Section 1, of the June 25, 1964 National Agreement only has applicability on properties where yardmen are confined to point seniority. If, pursuant to Article X of the UTU Agreement, we were now to combine our several point seniority rosters for yardmen with our seniority roster for trainmen would Article V, Section 1, no longer be applicable on this property?

A-1: It is our understanding that the provisions of Article V of the June 25, 1964 Agreement will not be affected by application of Article X of the UTU Agreement.

#### ARTICLE XI - EXPENSES AWAY FROM HOME

Q-1: It is our understanding that Section 1 amends both Sections 1 and 2 of Article II of the June 25, 1964 National Agreement. Is this understanding correct?

A-1: Yes.

\* \* \* \* \*

Q-2: Assuming extra men will be entitled to meal allowances as well as lodging under Section 1, will an extra man also be entitled to an additional meal allowance each time he is held for more than four hours following a tour of duty at an outlying point for another tour of duty?

A-2: It is the intent of Section 1 to provide a meal allowance, as well as lodging, to extra employees who meet the 30-mile criteria set forth in subparagraph (a) thereof in situations where they are tied-up at the outlying point for four hours or more (not under pay). Such extra employees also would be eligible for an additional meal allowance and lodging when held at such location for each tie-up of four hours or more after each additional tour of duty performed at that location.

\* \* \* \* \*

Q-3: Is an extra man who is sent to an outlying point and is held more than four hours in advance of the time he is needed to fill a vacancy entitled to lodging or a meal allowance?

A-3: He is entitled to a meal allowance but not to a lodging allowance for such period.

\* \* \* \* \*

Q-4: Is an extra man who is relieved from duty at an outlying point but deadhead trip to his home terminal does not start for more than four hours after he is released entitled to lodging or a meal allowance?

A-4: He is entitled to a meal allowance but not to a lodging allowance unless held for an additional tour of duty.

\* \* \* \* \*

Q-5: An extra board at "A" is, when exhausted, supplemented by extra men sent to "A" from "B" which is more than thirty miles from "A". Are such men entitled to expenses while at "A"?

A-5: No.

\* \* \* \* \*

Q-6: How is the note in Article II of the June 25, 1964 National Agreement affected by this amendment to Article II?

A-6: The provisions of Article XI of the UTU Agreement are applicable insofar as an extra employee's tie-up at an outlying point as defined in Section 1 (a) is concerned, and the Note under Article II of the June 25, 1964 Agreement which provides --

"For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment."

would be applicable when the crew which the extra employee joins is tied up at a terminal other than the designated home terminal of the crew he joins for four hours or more.

Q-7: Is the Carrier's understanding correct that this provision means that when train, engine or yard service employees are called from an extra board source, and used to fill vacancies at outlying points, these vacancies at outlying points referred to are road service vacancies and not yard service vacancies?

A-7: No. It was the intent that this Article apply to extra men filling vacancies in yard service as well as in road service.

\* \* \* \* \*

Q-8: Are such road service vacancies at outlying points road service vacancies other than short turnaround passenger (suburban) vacancies?

A-8: Yes.

\* \* \* \* \*

Q-9: It is our understanding that an employee will not be entitled to more than two meal allowances under Article II, as amended by Article XI, Section 2, when tied up at an away from home terminal (outlying point) in excess of 12 hours. Is this understanding correct?

A-9: Yes. However, if after being tied up twelve hours or more he performs an additional tour of duty and is again tied up for twelve hours or more at such outlying point, he would again be eligible for the two \$2.00 meal allowances; i.e., \$2.00 for the first four hours and \$2.00 for the additional eight hours so held.

\* \* \* \* \*

Q-10: In connection with Article XI, Section 1(a), the carrier does not maintain passenger transportation and employees are deadheaded to outlying points by bus or are paid mileage for using their personal automobile. Under these circumstances how should the 30 miles provision be calculated?

A-10: On the basis of rail mileage.

## ARTICLE XII - INTERDIVISIONAL SERVICE

Q-1: Section 1(a) refers to letters of intent and places a restriction on the number of letters of intent that may be outstanding at any particular time. It also provides that each letter of intent may involve no more than three proposed operations. What is the intended application of the phrase "proposed operations"?

A-1: All passenger service is a "proposed operation" and all freight service is a "proposed operation".

\* \* \* \* \*

Q-2: We contemplate the initiation of several runs under this rule. Needs of the service include the right to have crews pick up, set out and/or do switching at any point between terminals of the runs, without restriction when operating over another seniority district.

Does Article XII preclude the carrier from proposing an operation permitting crews in the interdivisional service to perform any necessary work enroute at any intermediate point between terminals?

A-2: Article XII of the Agreement merely sets forth the procedures under which the individual carriers may establish interdivisional service. There is nothing contained in such provisions which circumscribes the specific work which may be required of crews assigned to such runs when they are established, nor is there anything contained therein which specifically restricts the performance of any particular service by such crews. In this connection, it is our understanding that the provisions of Article IX - Road-Yard Movements - would be fully applicable insofar as road freight crews assigned to interdivisional runs established under the procedures of Article XII are concerned.

\* \* \* \* \*

Q-3: What is a "separate proposed operation"? For example, trains presently operate between Champaign, Illinois, and Fulton, Kentucky with crew changes at Bluford. We would like to run these trains in interdivisional service by eliminating the crew change at Bluford. Under Paragraph (a) would such an operation in a letter of intent be considered as one "separate proposed operation" despite the fact there are several (5 or 6) runs involved?

A-3: It is our understanding that a single letter of intent could be served to establish interdivisional service between Champaign, Illinois and Fulton, Kentucky - eliminating the present crew change at Bluford - and, despite the fact that several runs are involved, this would constitute one "separate proposed operation".

\* \* \* \* \*

Q-3: (CONTINUED)  
If so, could trains now operated between Champaign and Paducah (with crew changes at Bluford) be considered within the letter of intent as a part of the Champaign-Fulton proposed operation since the intent of both the Champaign-Fulton operation and the Champaign-Paducah operation is to eliminate Bluford as a crew change point?

A-3: It is our understanding that the proposed establishment of interdivisional service between Champaign, Illinois and Paducah could be included in the letter of intent covering the proposed establishment of interdivisional service between Champaign, Illinois and Fulton, Kentucky; however, although Bluford would be eliminated as a crew change point in both cases, it is our further understanding that this would constitute two "separate proposed operations".

\* \* \* \* \*

Q-3: (CONTINUED)

We presently have four trains operating from Chicago to Council Bluffs with crew change points at Freeport, Waterloo, and Fort Dodge. If the Carrier desired to eliminate two of the three crew change points for these trains would this be considered a single "separate proposed operation"? If not, how many "single proposed operations" would it be considered?

A-3: It is our view that a determination of this nature is contingent upon which two of the three crew change points the carrier proposes to eliminate. For example, if Freeport and Waterloo or Waterloo and Fort Dodge are the two crew change points the carrier desires to eliminate, it is our understanding that either could be accomplished by serving a letter of intent and be considered as a single "separate proposed operation". In the first instance the proposed interdivisional service to be established would be Chicago to Fort Dodge and in the second case it would be Freeport to Council Bluffs. Conversely, if the two crew change points the carrier desires to eliminate are Freeport and Fort Dodge, it is our understanding that two "separate proposed operations" would be involved, i.e., one establishing interdivisional service from Chicago to Waterloo (with Freeport being eliminated as a crew change point) and the other from Waterloo to Council Bluffs (with Fort Dodge being eliminated as a crew change point).

\* \* \* \* \*

Q-4: Under the present operation a crew with home terminal at A operates a freight train to B, 77 miles. A second crew with home terminal at B operates the same train to C, 90 miles. If carrier serves notice under Article XII of intent to establish an interdivisional run from A through B to C with the crew from terminal A, would this be considered as requiring notice under Section 1 or Section 2?

A-4: The procedures set forth in Section 2 of Article XII would be controlling insofar as the proposed run is concerned.

\* \* \* \* \*

Q-5: Terminal A is intermediate to terminals B and C. Pool crews with home terminal at A handle trains between B and A, and crews from another pool with home terminal at A handle trains between A and C, with a crew change at A. Under the Mediation Agreement could the carrier serve notice of intent to operate certain trains from B to C through the crew's home terminal at A?

A-5: Yes, under the procedures set forth in Section 2 of Article XII.

\* \* \* \* \*



Q-6: Terminal A is intermediate to terminals B and C. Pool crews with home terminal at A handle trains between B and A, and crews from another pool with home terminal at A handle trains between A and C. Under the Mediation Agreement, could the carrier serve notice of intent to operate certain trains from C to B and return to C, through terminal A, with crews having C as a home terminal? This would involve crews at terminal C operating onto another seniority district.

A-6: Yes, under the procedures set forth in Section 2 of Article XII.

\* \* \* \* \*

Q-7: Is it permissible for crews assigned to interdivisional and interseniority district runs established under the 1-27-72 Agreement to make pick-ups and set-offs and perform station switching on that portion of the run which is off their seniority district?

A-7: Article XII of the Agreement sets forth the procedures under which the individual carriers may establish interdivisional service. It is our understanding that the provisions of Article IX - Road-Yard Movements - would be fully applicable insofar as road freight crews assigned to interdivisional runs established under the procedures of Article XII are concerned.

### ARTICLE XIII - PROTECTION OF EMPLOYEES

Q-1: Does the time limit on claims rule have application with respect to disputes or controversies referred to in Section 8 of Article XIII?

A-1: No.

# NATIONAL RAILWAY LABOR CONFERENCE

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

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WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

November 11, 1975

CIRCULAR NO. 546-29-4-2

TO MEMBER ROADS:

It has come to our attention that a discrepancy exists in certain situations in so far as application of the Expenses Away From Home provisions contained in Article VII of the BLE Agreement dated May 13, 1971 and Article XI (the corresponding provisions) of the UTU Agreement dated January 27, 1972 are concerned.

The discrepancy in application pertains to providing lodging to extra men at outlying points and actually has been caused by two different agreed-upon interpretations of identical language in the two separate agreements.

With our Circular No. 546-29-4-1, dated May 12, 1972, we attached a compilation of questions and answers with respect to application of certain provisions of the UTU January 27, 1972 Agreement which were jointly approved by the United Transportation Union and the National Carriers' Conference Committee. Included in this compilation were ten questions (Pages 11-13) dealing with the provisions of Article XI - Expenses Away From Home.

Although a similar compilation of questions and answers regarding application of the various provisions of the BLE May 13, 1971 Agreement was not jointly approved, certain questions involving application of the provisions of Article VII - Expenses Away From Home were the subject of correspondence between this office and the BLE Grand Lodge and such correspondence, which resulted in the joint approval of answers to several questions of this nature, is the origin of the discrepancy in application.

The differences in the agreed-upon application of the provisions in question can best be illustrated by comparing the following three sets of circumstances under which it has been agreed that extra employees at outlying points (having met the required criteria) would be entitled to BOTH meal and lodging allowances in application of Article VII of the May 13, 1971 BLE Agreement with three specific questions and answers contained in the compilation jointly approved by the UTU and the National Carriers' Conference Committee:

BLE

The payment of both meal and lodging allowances would be required to extra employees at outlying points (having met the required criteria) under the following circumstances:

1. When tied up four (4) hours or more at an outlying point(s) prior to going on duty for the first tour of duty, except that the lodging benefits apply under these circumstances, only when the extra employee is held at the outlying point for more than one (1) tour of duty.
2. When tied up four (4) hours or more between each tour of duty at the outlying point(s).
3. When held four (4) hours or more, after completing the last tour of duty at the outlying point(s), before commencing return trip to home terminal (point of supply for extra men).

UTU

QUESTION #3 - (Compare with BLE Circumstance #1)

Is an extra man who is sent to an outlying point and is held more than four hours in advance of the time he is needed to fill a vacancy entitled to lodging or a meal allowance?

ANSWER

He is entitled to a meal allowance but not to a lodging allowance for such period.

QUESTION #2 - (Compare with BLE Circumstance #2)

Assuming extra men will be entitled to meal allowances as well as lodging under Section 1, will an extra man also be entitled to an additional meal allowance each time he is held for more than four hours following a tour of duty at an outlying point for another tour of duty?

ANSWER

It is the intent of Section 1 to provide a meal allowance, as well as lodging, to extra employees who meet the 30-mile criteria set forth in subparagraph (a) thereof in situations where they are tied-up at the outlying point for four hours or more (not under pay). Such extra employees

also would be eligible for an additional meal allowance and lodging when held at such location for each tie-up of four hours or more after each additional tour of duty performed at that location.

QUESTION #4 - (Compare with BLE Circumstance #3)

Is an extra man who is relieved from duty at an outlying point but deadhead trip to his home terminal does not start for more than four hours after he is released entitled to lodging or a meal allowance?

ANSWER

He is entitled to a meal allowance but not to a lodging allowance unless held for an additional tour of duty.

- - - - -

This entire matter has been considered by the National Carriers' Conference Committee and, in the interest of uniformity of application of identical language in the two separate agreements, it has been concluded that the UTU questions outlined above should be given the same application as agreed to with the BLE. We have discussed this situation and agreed upon such application with Grand Lodge representatives of the UTU with the definite understanding that no retroactive application either is intended or required.

Yours truly,

J. F. GRIFFIN

Director of Labor Relations

C O M P A R I S O N

ARTICLE IX - ROAD-YARD MOVEMENTS, AGREEMENT OF JANUARY 27, 1972

AND

ARTICLE X - ROAD-YARD MOEVEMENTS, AGREEMENT OF AUGUST 25, 1978

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 engines 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.

- - -

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.

THE AGREEMENT OF AUGUST 25, 1978

ARTICLE X - ROAD-YARD MOVEMENTS

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

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 location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight 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 to the operating unit (units); 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.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

- - -

This Article shall become effective fifteen (15) days after the date of this Agreement.

## ILLUSTRATION OF RULE CHANGES

### ARTICLE X - ROAD-YARD MOVEMENTS

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

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 location<sub>1\*</sub> in the initial terminal (in addition to picking up train) and one straight set out at another location<sub>1\*</sub> in the final terminal (in addition to yarding the train); one straight<sub>2\*</sub> 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 to the<sub>3/</sub> operating unit (units)<sub>4\*</sub>; 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.

- 1\* Change - "yard" to "location"
- 2\* Add - "one straight"
- 3/ Delete - "and connected in multiple"
- 4\* Add - "to the operating unit (units)"



# A R T I C L E   X   (UTU)

## Road-Yard Movements

### Section 1

#### Section 1:

"Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

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 location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight 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 to the operating unit (units); 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.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement."

Q-1: In what sequence may the additional one straight pick-up at the initial terminal and the additional one straight set-out at the final terminal be made?

A-1: In this respect the application is the same as the former rule.

At the initial terminal, after picking up train and commencing out-bound trip, the road crew may be required to make one additional straight pick-up at another location within the limits of its initial terminal in connection with its own train.

At the final terminal the road crew may be required to make one straight set-out at another location within the limits of the final terminal before the final yarding of its train.

\* \* \* \* \*

Q-2: Does the term "another location" include another yard track in the yard in which the train is made up or is finally yarded?

A-2: No.

\* \* \* \* \*

Q-3: Does the term "another location" as used in this Article X refer to any other location within the present yard limits?

A-3: Yes, provided the "location" is in an area where the road crew has seniority rights to work.

\* \* \* \* \*

Q-4: Did the language change from "another yard" to "another location" allow the carrier the right to require road crews to make one straight pick up or set out at another location if this requires the crew to operate off-district and on another seniority district?

A-4: No, unless the carrier had the previous right to require such road crews to set out or pick up at "another yard" located off-district and on another seniority district.

\* \* \* \* \*

Q-5: If arbitraries were paid subsequent to the January 27, 1972 Agreement because the location where the pick ups and set outs were made was not "another yard" and the pick ups and set outs are still made in the same spot, are the arbitraries still applicable?

A-5: If the spot (location) as referred to above is within the initial and/or final terminal and the arbitrary was paid solely because the spot was not "another yard", the arbitrary would no longer apply.

\* \* \* \* \*

Q-6: Does "another location" as used in this rule, include interchange to or from another carrier when such set out and/or pick up had not previously been the practice?

A-6: This revision of the January 27, 1972 rule makes no change with respect to what cars may be picked up or set out, interchange, or otherwise. It merely substituted the words "another location" for "another yard".

\* \* \* \* \*

Q-7: Under Section 1 of Article X, does one straight pick up at another location in the initial terminal and one straight pick up at an intermediate point between terminals mean that the cars must be first out coupled together on the track on which the pick up is located?

A-7: The national rule did not change the rules and practices in effect on the individual properties as to what constitutes a straight pick up.

\* \* \* \* \*

Q-8: Under the road/yard provisions of Article IX of the January 27, 1972 UTU National Agreement, as amended by Article X of the August 25, 1978 UTU National Agreement, is it permissible to have a road crew make a set-out on an interchange track in their final terminal prior to yarding their train, or make a pick-up from an interchange track at the initial terminal after commencing the road trip?

A-8: Yes.

\* \* \* \* \*

Q-9: Carrier instructions place restrictions on the location of certain type cars within the train's consist. If trains are improperly made up by yard crews, road crews are instructed to switch out the cars or rearrange the cars in order to comply with the restrictions. Can these cars be considered "bad order" under the rule so as to require this work of road crews without additional compensation?

A-9: Cars that need to be placed in certain locations of the train and are not otherwise defective are not considered "bad order" for purposes of this rule.

\* \* \* \* \*

Q-10: Is the Carrier correct in contending that the amendment to Article IX, Section 1, of the January 27, 1972 National Agreement providing for one straight pick up and/or set out at intermediate points enroute is nullified by the savings clause contained in Section 2 stating, "Nothing in this section...imposes restrictions...where restrictions did not exist prior to...this agreement" thus permitting the Carrier to require road crews to perform other than straight pick ups and/or set outs at intermediate points?

A-10: No. The savings clause in Article X of the 1978 National Agreement carried forward from Article IX, Section 1, of the 1972 National Agreement was intended to preserve a carrier's rights under local rules and practices; however, its inclusion in the 1978 National Agreement was not intended to preserve any provisions of the 1972 National Agreement which were modified by the 1978 National Agreement.

\* \* \* \* \*