ITEM 32

E-013-22-45-CRY E-013-23-80-CRY

May 4, 1973

E. G. Becker, General Chairman,
Brotherhood of Locomotive Engineers,
Omaha, Nebraska

R. J. Green, General Chairman,
United Transportation Union (E),
Omaha, Nebraska

V. K. Tatman, General Chairman,
United Transportation Union (C),
Omaha, Nebraska

J. R. Dennis, General Chairman,
United Transportation Union (T),
Omaha, Nebraska

Gentlemen:

This refers to the following Section 6 notices which were discussed in conference on March 8, 1973:

(1) UTU(T) Notice dated June 1, 1970 for a to read:

"The last engine on a shift and/or the last engine in a yard can only be abolished and yard work transferred to road crews as set out under the provisions of Section 1 of Article V of the June 25, 1964 Agreement."

(2) BLE Notice dated July 13, 1970 for a rule to read:

"The last switch engine on a shift and/or the last switch engine in a yard can only be abolished and yard switching transferred to road crews after a check has been made according to the provisions of Section 1 of Article V of the National Agreement dated June 25, 1964."

(3) UTU(C) Notice dated August 4, 1970 for a rule to read:

to provide that Article V of the June 25 1964 National Agreement be cancelled in its entirety and substitute therefor the Rules and their interpretations that were in effect prior to June 25, 1964 which were cancelled or changed by such Article V of the June 25, 1964 Agreement."

(4) UTU(T) Notice dated August 4, 1970 for a rule:

"\* \* \* to provide that Article V of the June 25 1964 National Agreement be cancelled in its entirety

(5) BLE Notice dated August 10, 1970 for a rule:

IV-,- \*\*\* to provide that Article V of the June 25 , 1964 National Agreement be cancelled in its entirety \* \* \*."

(6) UTU(E) Notice dated August 11, 1970 for a rule on Union Pacific:

will provide that Article V of the June 25. 1964 National Agreement be cancelled in its entirety \* \* \*."

(7) UTU(E) Notice dated August 11, 1970 for a rule on St. Joseph Terminal Railroad: will provide that Article V of the June 25, 1964 National Agreement be cancelled in its entirety \* \* \*."

IT IS AGREED:

(A) At points where yard crew or yard crews are employed, road crews performing switching service during the second 12-hour period as defined in Article V, Section 5, of the National Agreement dated June 25, 1964 will be compensated therefor on the minute basis with a minimum allowance of one hour at the pro rata daily yard rate, provided such switching service would require penalty payment if performed -during the first 12 hour period.

(B) All claims involving switching during the second 12-hour period are withdrawn..

(C) This completely disposes of the seven Section 6 Notices tabulated above.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker

General Chairman, BofLE

/s/ R. J. Green

General Chairman, UTU(E)

/s/ V. K. Tatman

General Chairman, UTU(C)

/s/ J. R. Dennis

General Chairman, UTU(T)