

R. Y. A.  
April 23, 1971

AGREEMENT

DATED APRIL 23, 1971

BETWEEN RAILROADS REPRESENTED

by the

NATIONAL RAILWAY LABOR CONFERENCE

and the

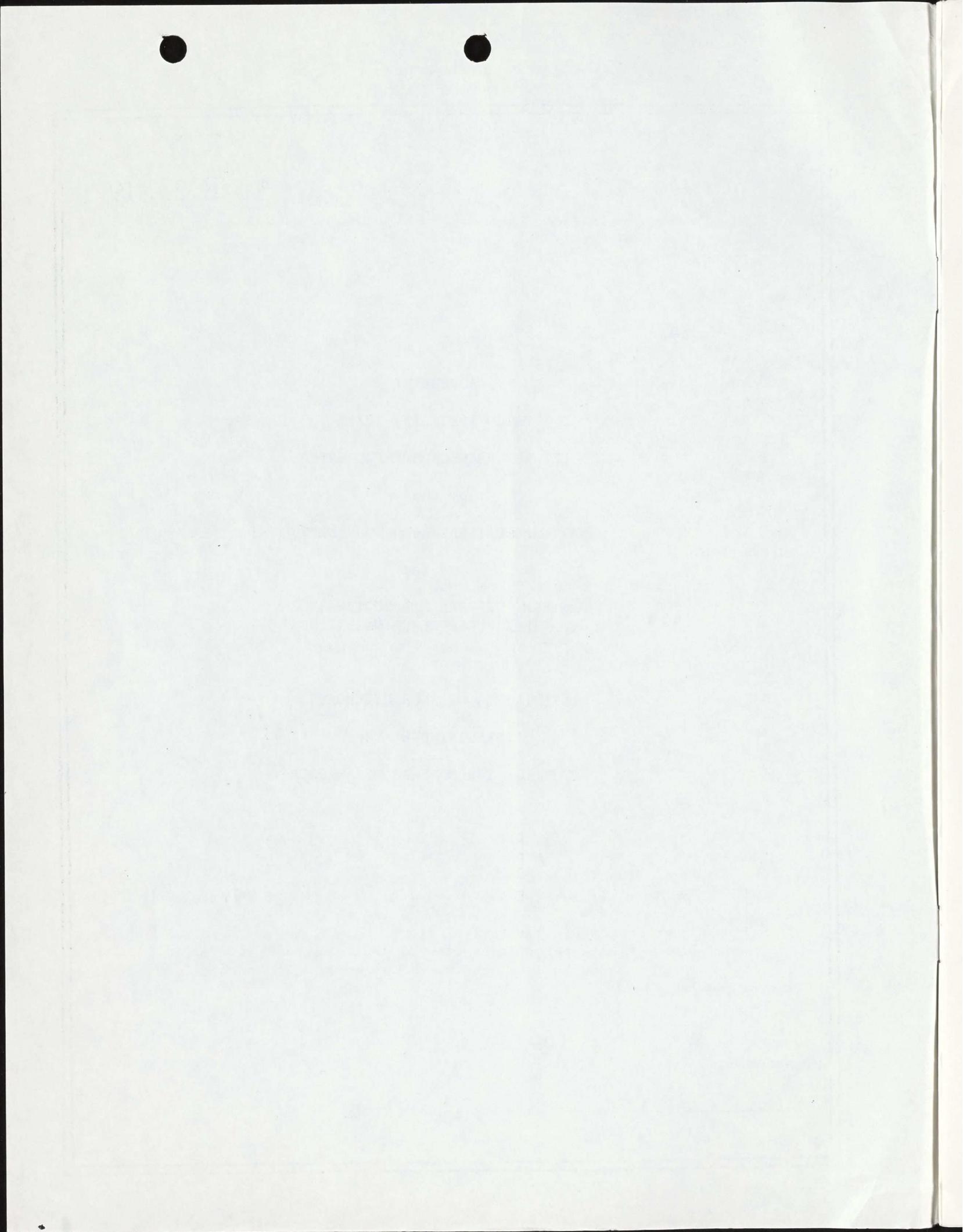
EASTERN, WESTERN AND SOUTHEASTERN  
CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH RAILROADS

REPRESENTED BY THE

RAILROAD YARDMASTERS OF AMERICA



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O  
P  
Y

NATIONAL RAILWAY LABOR CONFERENCE  
1225 Connecticut Avenue, N.W., Washington, D.C. 20036

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J. P. Hiltz, Jr., Chmn.    W.D. Quarles, Jr., Vice Chmn.

June 4, 1971

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Suite 1622  
220 South State Street  
Chicago, Illinois 60604

Dear Mr. Otto:

Referring to Article II - Holidays - of the Agreement of April 23, 1971 covering employees represented by the Railroad Yardmasters of America:

Section 1 (a) of such Article II is as follows:

"Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of November 29, 1967 -

(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement shall become effective May 1, 1971."

In keeping with our mutual intent when we entered into the Agreement, we suggest that paragraph (a) as quoted above be modified to read as follows:

"(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement, and the amendment to such Article III made by the addition of Section 6 as set forth in Article II of the September 20, 1968 Agreement, shall become effective May 1, 1971."

If this is agreeable to your organization, will you please so indicate by signing and returning a copy of this letter.

Yours very truly,

/s/ J. P. Hiltz

accepted:

s/s A. T. Otto, Jr.

NATIONAL RAILWAY LABOR CONFERENCE  
1325 Connecticut Avenue, N.W., Washington, D.C. 20038

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Y

J. P. Miller, Jr., Chmn. W.D. Quarles, Jr., Vice Chmn.

June 4, 1971

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Suite 1822  
320 South State Street  
Chicago, Illinois 60604

Dear Mr. Otto:

Referring to Article II - Holidays - of the Agreement of  
April 23, 1971 covering employees represented by the Railroad Yardmasters  
of America:

Section I (a) of such Article II is as follows:

"Section I. On railroad party to this Agreement  
which were not party to the Railroad Yardmasters of America  
Agreement of November 29, 1967 -

(a) Sections I through 4 of Article III of the  
November 29, 1967 Agreement shall become effective May 1, 1971."

In keeping with our mutual intent when we entered into the  
Agreement, we suggest that paragraph (a) as quoted above be modified to  
read as follows:

"(a) Sections I through 4 of Article III of the  
November 29, 1967 Agreement, and the amendment to such Article III  
made by the addition of Section 6 as set forth in Article II of  
the September 20, 1968 Agreement, shall become effective May 1, 1971."

If this is agreeable to your organization, will you please so  
indicate by signing and returning a copy of this letter.

Yours very truly,

J. P. Miller

Accepted:

A. T. Otto, Jr.

## A G R E E M E N T

This Agreement made this 23rd day of April, 1971 by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

### IT IS AGREED:

#### ARTICLE I - GENERAL WAGE INCREASES

Section 1. Effective January 1, 1970, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 2. Effective November 1, 1970, each basic monthly rate of pay shall be increased by \$64.00 representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 3. Effective April 1, 1971, each basic monthly rate of pay shall be increased by 4.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 4. Effective October 1, 1971, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 5. Effective April 1, 1972, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 6. Effective October 1, 1972, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 7. Effective April 1, 1973, each basic monthly rate of pay shall be increased by \$50.00 representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 8. 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 a call-back to service to which they were obligated to respond under the Rules Agreement.

ARTICLE II - HOLIDAYS

Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of November 29, 1967 -

(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement shall become effective May 1, 1971.

(b) Railroads which as of the date of this Agreement have not deducted the holiday pay from each yardmaster's monthly rate of pay which had previously been increased to include holiday pay shall follow the procedures of Section 5 of Article III of the November 29, 1967 Agreement, as herein modified to read:

Effective May 1, 1971, each yardmaster's monthly rate of pay shall be adjusted by (a) deducting the money equivalent of the holiday pay adjustment (28 straight time hours annually) provided for by Article III of the September 27, 1961 Agreement or its equivalent, and by (b) deducting the money equivalent of the holiday pay adjustment (8 straight time hours annually) provided for by Article II of the January 29, 1965 Agreement or its equivalent. Percentage adjustments made to these amounts in subsequent settlements shall not be added to these deductions.

Thereafter -

- (1) The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.
- (2) The straight time hourly rate shall be determined by dividing the monthly rate by 174.

This provision shall not apply on any road on which under existing rules yardmasters were paid additionally for work on holidays on the effective dates of Article III of the Agreement of September 27, 1961 (or its equivalent) and Article II of the Agreement of January 29, 1965 (or its equivalent), captioned "Holiday Pay".

Section 2. Effective January 1, 1973 Veterans Day shall be added to the list of holidays in Section 1 of Article III of the Agreement of November 29, 1967, and the reference to "seven" holidays in Section 2 of such Article III shall be changed to "eight" holidays.

ARTICLE III - VACATIONS

Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of January 29, 1965, all vacation rules, agreements, understandings or practices, however established, covering their yardmasters subject to the provisions of schedule agreements held by the Railroad Yardmasters of America, are cancelled effective January 1, 1972 and the provisions of Article III of the January 29, 1965 Agreement, as amended by Article II of the November 29, 1967 Agreement, shall apply effective January 1, 1972 to employees covered by this Agreement on such roads.

Section 2. Effective January 1, 1973, Section 1 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is hereby amended to read as follows:

On carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is in effect:

Section 1 (a) (1)

An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year.

Section 1 (a) (2)

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has ten or more years of continuous service with the employing carrier.

Section 1 (a) (3)

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty or more years of continuous service with the employing carrier.

Section 1 (a) (4)

An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the

vacation year has twenty-five or more years of continuous service with the employing carrier.

On carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is not in effect:

Section 1 (b) (1)

An annual vacation of two weeks (12 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred thirty-two (132) days during the preceding calendar year.

Section 1 (b) (2)

An annual vacation of three weeks (18 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has ten or more years of continuous service with the employing carrier.

Section 1 (b) (3)

An annual vacation of four weeks (24 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has twenty or more years of continuous service with the employing carrier.

Section 1 (b) (4)

An annual vacation of five weeks (30 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five or more years of continuous service with the employing carrier.

On all carriers:

Section 1 (c)

Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yardmaster with

less than three years of continuous service with the employing carrier, a maximum of 20 such days for a yardmaster with three but less than fifteen years of continuous service with the employing carrier and 30 such days for a yardmaster with fifteen or more years of continuous service with the employing carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Section 1(c). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.

Section 1 (d)

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.

Section 1 (e)

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 Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4), and 1(d) hereof.

Section 1 (f)

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 Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4), and 1(d) hereof.

(Note to Sections 1 (a), 1 (b) and 1 (c): A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)

Section 3. Effective January 1, 1973, Section 3 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is hereby amended to read as follows:

Section 3.

Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1973 and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 or in any subsequent year), by any carrier or the organization party hereto, of desire to change this rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

ARTICLE IV - JURY DUTY

When a regularly assigned yardmaster 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 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) A yardmaster 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) A yardmaster 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.

(5) When a yardmaster is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the yardmaster's regular position shall be blanked, notwithstanding the provisions of any other rules.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organization in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

#### ARTICLE V - FORCE REDUCTION RULE

(a) Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by 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.

(b) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

#### ARTICLE VI - DEDUCTION OF OTHER EARNINGS IN DISCIPLINE CASES

It is recognized that where a yardmaster is dismissed from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings. This understanding is not intended to change existing rules or practices which now provide for deduction of other earnings in discipline cases.

#### ARTICLE VII - 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. National Agreement.

The parties signatory hereto recognize:

(a) That the carriers listed in Exhibits A, B and C to this Agreement have designated, as they have in the past in various nationally negotiated agreements, the National Railway Labor Conference and the Eastern, Western or Southeastern Carriers' Conference Committees to act as the representatives of the said groups of carriers in bargaining and agreeing, on a multi-carrier basis, upon a settlement of the dispute arising out of the Section 6 notices described in Section 3(a) of this Article VII;

(b) That this Agreement constitutes a national agreement between the National Railway Labor Conference and the Carriers' Conference Committees, as the representative of the multi-carrier group on behalf of the carriers listed in Exhibits A, B and C to this Agreement, and the Railroad Yardmasters of America on behalf of the employees of those carriers whom it represents; and

(c) That this National Agreement covers all employees working for the carriers listed in Exhibits A, B and C to this Agreement who are represented by the Railroad Yardmasters of America.

Section 3. 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 to settle the disputes growing out of the notices served upon the carriers listed in Exhibits A, B and C by the organization signatory hereto, dated on or about September 1, 1969, and proposals served by the carriers for concurrent handling therewith. 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 June 30, 1973, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any pending notices which propose such matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to January 1, 1973 (not to become effective before July 1, 1973) with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased

duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this Agreement a "major technological change" is one involving 5 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

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

(e) Nothing in this Article will prevent the handling of matters by the Standing Committee" as referred to in the letter of understanding attached to this Agreement.

SIGNED AT WASHINGTON, D. C., THIS 23rd DAY OF APRIL, 1971:

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA

J. A. Cram  
Chairman

G. T. O'Day  
Chairman and President

H. Brown

R. J. Culver

F. K. Day, Jr.

V. E. Waspas

R. W. Pichard

Reinhold Schmidt

B. E. Rice, Jr.

N. A. Erdody

G. M. Sutton, Jr.

J. E. Jones

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

W. S. Ruck

M. E. Parks  
Chairman

T. E. Himes

C. A. Ball

S. F. O'Leary

I. C. DeButts

M. T. Farr

A. H. Johnson

FOR THE PARTICIPATING CARRIERS  
LISTED IN EXHIBIT C:

W. S. Macgill  
Chairman

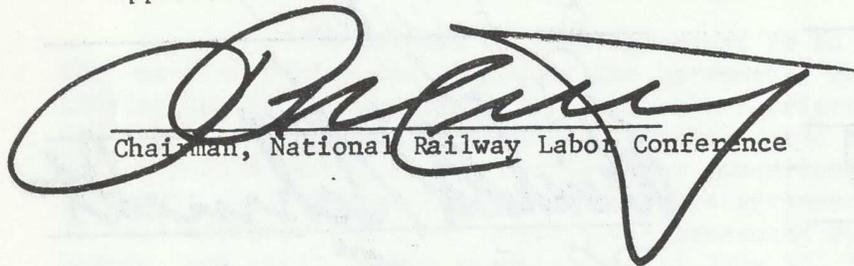
C. E. Newine Jr.

J. D. Clark

Earl Oliver

George S. Paul

Approved:

  
Chairman, National Railway Labor Conference

EASTERN RAILROADS

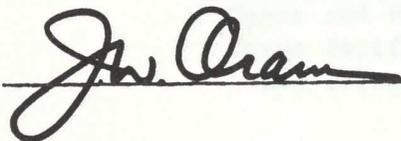
LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THERewith.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

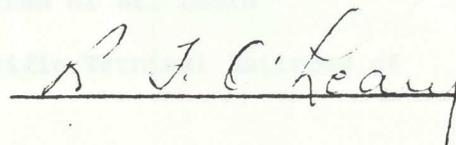
Baltimore and Ohio Railroad  
Baltimore and Ohio Chicago Terminal Railroad  
\*Boston and Maine Corporation  
Boston Terminal Corporation  
Buffalo Creek Railroad  
Chesapeake and Ohio Railway  
Chicago River and Indiana Railroad  
Cleveland Union Terminals Company  
Delaware and Hudson Railway  
Detroit and Toledo Shore Line Railroad  
Detroit Terminal Railroad  
Erie Lackawanna Railway  
Grand Trunk Western Railroad  
Indiana Harbor Belt Railroad  
Lehigh and New England Railway  
\*Lehigh Valley Railroad  
Monongahela Railway  
Monon Railroad  
Norfolk and Western Railway (Lines of former Virginian on Atlantic and Pocahontas Regions; Lines of former New York, Chicago & St. Louis RR., and Lines of former Pittsburgh & West Virginia Ry.)  
\*Penn Central Transportation Company  
Pittsburgh and Lake Erie Railroad  
Pittsburgh, Chartiers and Youghioghenny Railway  
Staten Island Rapid Transit Railway  
Washington Terminal Company  
Western Maryland Railway

\* - Subject to approval of the Courts.

FOR THE CARRIERS:

  
\_\_\_\_\_

FOR THE  
RAILROAD YARDMASTERS OF AMERICA:

  
\_\_\_\_\_

Washington, D. C.,  
October 15, 1970



WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE, IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

- Alton and Southern Railway
- Atchison, Topeka and Santa Fe Railway
- Burlington Northern, Inc.
- Chicago and North Western Railway
- Chicago, Milwaukee, St. Paul and Pacific Railroad
- Chicago Produce Terminal Company
- Chicago, Rock Island and Pacific Railroad
- Chicago, West Pullman and Southern Railroad
- Davenport, Rock Island and North Western Railway
- Denver and Rio Grande Western Railroad
- Des Moines Union Railway
- Duluth, Missabe and Iron Range Railway
- Fort Worth and Denver Railway
- Fort Worth Belt Railway
- Houston Belt and Terminal Railway
- Illinois Northern Railway
- Kansas City Southern Railway
- Lake Superior Terminal and Transfer Railway
- Louisiana and Arkansas Railway
- Minnesota Transfer Railway
- 1: Missouri-Kansas-Texas Railroad
- Missouri Pacific Railroad
- Norfolk and Western Railway (Lines formerly operated by Wabash Railroad)
- Ogden Union Railway and Depot Company
- Peoria and Pekin Union Railway
- Portland Terminal Railroad Company
- Port Terminal Railroad Association
- Saint Paul Union Depot Company
- Soo Line Railroad
- Terminal Railroad Association of St. Louis
- Texas and Pacific Railway
- Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans

Union Pacific Railroad  
Western Pacific Railroad

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Note 1: Authorization excludes No. 1 - Five-Day Work Week Rules -  
of the Carrier's counterproposals.  
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FOR THE CARRIERS:

M. E. Parks

FOR THE  
RAILROAD YARDMASTERS OF AMERICA:

J. Jones

Washington, D. C.  
January 5, 1971

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL SOUTHEASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

- 1: Central of Georgia Railway  
Clinchfield Railroad  
Gulf, Mobile and Ohio Railroad  
Jacksonville Terminal Company  
Kentucky and Indiana Terminal Railroad  
Louisville and Nashville Railroad  
New Orleans Public Belt Railroad  
Norfolk Southern Railway  
Richmond, Fredericksburg and Potomac Railroad  
(including Potomac Yard)  
St. Louis-San Francisco Railway (except NEO District)  
Seaboard Coast Line Railroad  
Southern Railway  
Alabama Great Southern Railroad  
Cincinnati, New Orleans and Texas Pacific Railway  
Georgia Southern and Florida Railway  
New Orleans Terminal Company  
Western Railway of Alabama

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Note 1: Carrier did not serve proposal entitled "Five-Day Work Week Rules".

FOR THE CARRIERS:

W. S. McGill

FOR THE  
RAILROAD YARDMASTERS OF AMERICA:

Reinhold Schmidt

Washington, D. C.,  
January 5, 1971

Section 2. National Agreement.

The parties signatory hereto recognize:

(a) That the carriers listed in Exhibits A, B and C to this Agreement have designated, as they have in the past in various nationally negotiated agreements, the National Railway Labor Conference and the Eastern, Western or Southeastern Carriers' Conference Committees to act as the representatives of the said groups of carriers in bargaining and agreeing, on a multi-carrier basis, upon a settlement of the dispute arising out of the Section 6 notices described in Section 3(a) of this Article VII;

(b) That this Agreement constitutes a national agreement between the National Railway Labor Conference and the Carriers' Conference Committees, as the representative of the multi-carrier group on behalf of the carriers listed in Exhibits A, B and C to this Agreement, and the Railroad Yardmasters of America on behalf of the employees of those carriers whom it represents; and

(c) That this National Agreement covers all employees working for the carriers listed in Exhibits A, B and C to this Agreement who are represented by the Railroad Yardmasters of America.

Section 3. 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 to settle the disputes growing out of the notices served upon the carriers listed in Exhibits A, B and C by the organization signatory hereto, dated on or about September 1, 1969, and proposals served by the carriers for concurrent handling therewith. 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 June 30, 1973, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any pending notices which propose such matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to January 1, 1973 (not to become effective before July 1, 1973) with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased

duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this Agreement a "major technological change" is one involving 5 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

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

(e) Nothing in this Article will prevent the handling of matters by the Standing Committee" as referred to in the letter of understanding attached to this Agreement.

SIGNED AT WASHINGTON, D. C., THIS 23rd DAY OF APRIL, 1971:

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

J. A. Cram  
Chairman  
H. Brown  
J. K. Day, Jr.  
R. W. Richard  
B. E. Rice, Jr.  
G. M. Sutton, Jr.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

M. E. Parks  
Chairman  
C. A. Ball  
I. C. DeButts  
M. T. Farr  
A. H. Oshorn

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA

W. T. O'Da  
Chairman and President  
R. J. Culver  
W. E. Wasper  
Reinhold Schmidt  
N. A. Erdody  
J. B. Jones  
W. H. Rusk  
T. E. Kimes  
L. F. O'Leary

FOR THE PARTICIPATING CARRIERS  
LISTED IN EXHIBIT C:

W. S. Macgill  
Chairman

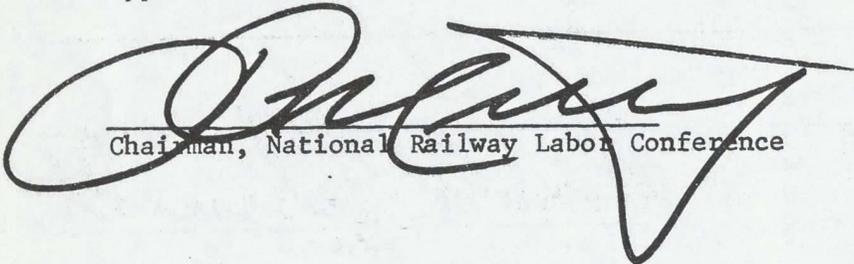
C. E. Newine Jr.

J. D. Clark

Earl Oliver

George S. Paul

Approved:

  
Chairman, National Railway Labor Conference

EASTERN RAILROADS

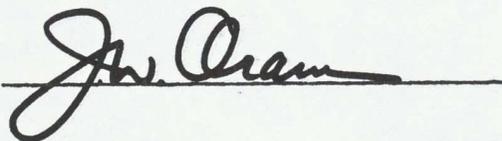
LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

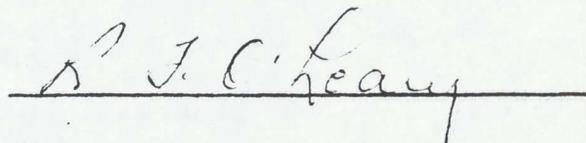
Baltimore and Ohio Railroad  
Baltimore and Ohio Chicago Terminal Railroad  
\*Boston and Maine Corporation  
Boston Terminal Corporation  
Buffalo Creek Railroad  
Chesapeake and Ohio Railway  
Chicago River and Indiana Railroad  
Cleveland Union Terminals Company  
Delaware and Hudson Railway  
Detroit and Toledo Shore Line Railroad  
Detroit Terminal Railroad  
Erie Lackawanna Railway  
Grand Trunk Western Railroad  
Indiana Harbor Belt Railroad  
Lehigh and New England Railway  
\*Lehigh Valley Railroad  
Monongahela Railway  
Monon Railroad  
Norfolk and Western Railway (Lines of former Virginian on Atlantic and Pocahontas Regions; Lines of former New York, Chicago & St. Louis RR., and Lines of former Pittsburgh & West Virginia Ry.)  
\*Penn Central Transportation Company  
Pittsburgh and Lake Erie Railroad  
Pittsburgh, Chartiers and Youghioghney Railway  
Staten Island Rapid Transit Railway  
Washington Terminal Company  
Western Maryland Railway

\* - Subject to approval of the Courts.

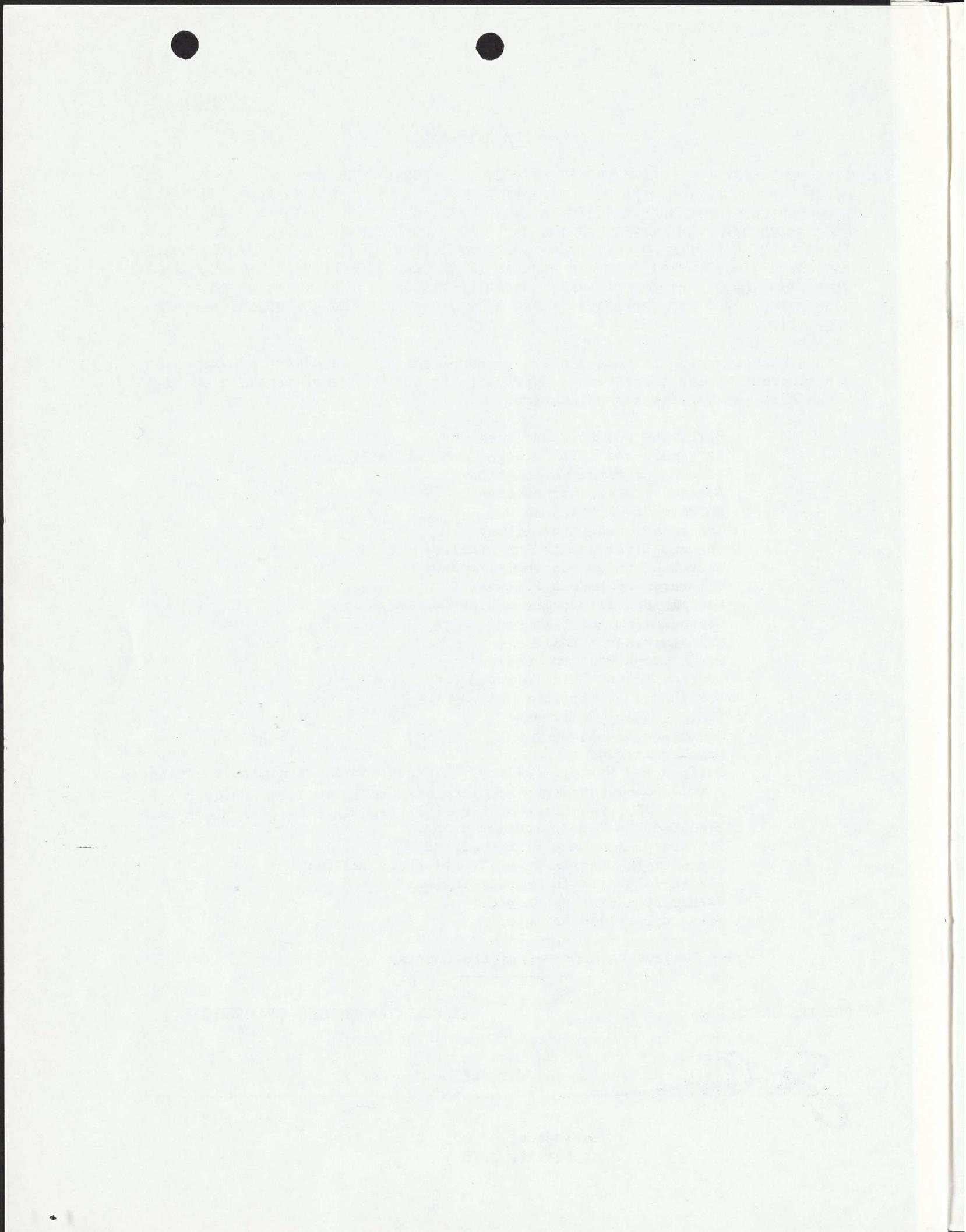
FOR THE CARRIERS:



FOR THE  
RAILROAD YARDMASTERS OF AMERICA:



Washington, D. C.,  
October 15, 1970



WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE, IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

Alton and Southern Railway  
Atchison, Topeka and Santa Fe Railway  
Burlington Northern, Inc.  
Chicago and North Western Railway  
Chicago, Milwaukee, St. Paul and Pacific Railroad  
Chicago Produce Terminal Company  
Chicago, Rock Island and Pacific Railroad  
Chicago, West Pullman and Southern Railroad  
Davenport, Rock Island and North Western Railway  
Denver and Rio Grande Western Railroad  
Des Moines Union Railway  
Duluth, Missabe and Iron Range Railway  
Fort Worth and Denver Railway  
Fort Worth Belt Railway  
Houston Belt and Terminal Railway  
Illinois Northern Railway  
Kansas City Southern Railway  
Lake Superior Terminal and Transfer Railway  
Louisiana and Arkansas Railway  
Minnesota Transfer Railway  
1: Missouri-Kansas-Texas Railroad  
Missouri Pacific Railroad  
Norfolk and Western Railway (Lines formerly operated by  
Wabash Railroad)  
Ogden Union Railway and Depot Company  
Peoria and Pekin Union Railway  
Portland Terminal Railroad Company  
Port Terminal Railroad Association  
Saint Paul Union Depot Company  
Soo Line Railroad  
Terminal Railroad Association of St. Louis  
Texas and Pacific Railway  
Texas Pacific-Missouri Pacific Terminal Railroad of  
New Orleans

Union Pacific Railroad  
Western Pacific Railroad

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Note 1: Authorization excludes No. 1 - Five-Day Work Week Rules -  
of the Carrier's counterproposals.

-----

FOR THE CARRIERS:

M. E. Parks

FOR THE  
RAILROAD YARDMASTERS OF AMERICA:

J. Jones

Washington, D. C.  
January 5, 1971

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL SOUTHEASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

1: Central of Georgia Railway  
Clinchfield Railroad  
Gulf, Mobile and Ohio Railroad  
Jacksonville Terminal Company  
Kentucky and Indiana Terminal Railroad  
Louisville and Nashville Railroad  
New Orleans Public Belt Railroad  
Norfolk Southern Railway  
Richmond, Fredericksburg and Potomac Railroad  
(including Potomac Yard)  
St. Louis-San Francisco Railway (except NEO District)  
Seaboard Coast Line Railroad  
Southern Railway  
Alabama Great Southern Railroad  
Cincinnati, New Orleans and Texas Pacific Railway  
Georgia Southern and Florida Railway  
New Orleans Terminal Company  
Western Railway of Alabama

- - - - -

Note 1: Carrier did not serve proposal entitled "Five-Day Work Week Rules".

FOR THE CARRIERS:

W. S. McGill

FOR THE  
RAILROAD YARDMASTERS OF AMERICA:

Reinhold Schmidt

Washington, D. C.,  
January 5, 1971



# NATIONAL RAILWAY LABOR CONFERENCE

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

J. P. HILTZ, JR., *Chairman*                      W. D. QUARLES, JR., *Vice Chairman*  
JAMES A. WILCOX, *General Counsel*    H. E. GREER, *Director of Research*    J. F. GRIFFIN, *Administrative Secretary*

W. S. MACGILL, *Chairman*                      J. W. ORAM, *Chairman*                      M. E. PARKS, *Chairman*  
Southeastern Carriers' Conference Committee    Eastern Carriers' Conference Committee    Western Carriers' Conference Committee

April 23, 1971

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Suite 1622  
220 South State Street  
Chicago, Illinois 60604

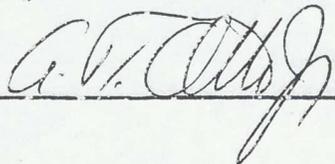
Dear Mr. Otto:

In connection with the Agreement entered into today, this letter is to confirm our understanding that conferences relative to the participation of the Railroad Yardmasters of America in the work of the Standing Committee recommended by Emergency Board No. 178 in its report dated November 9, 1970 will be held at the request of either the National Railway Labor Conference or your organization.

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

Yours very truly,

Accepted:

  
\_\_\_\_\_



# NATIONAL RAILWAY LABOR CONFERENCE

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

---

J. P. HILTZ, JR., *Chairman*                      W. D. QUARLES, JR., *Vice Chairman*  
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---

W. S. MACGILL, *Chairman*                      J. W. ORAM, *Chairman*                      M. E. PARKS, *Chairman*  
Southeastern Carriers' Conference Committee    Eastern Carriers' Conference Committee    Western Carriers' Conference Committee

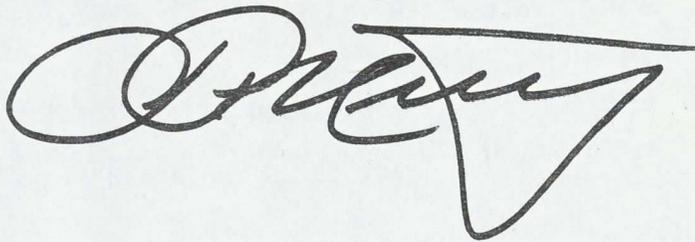
April 23, 1971

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Suite 1622  
220 South State Street  
Chicago, Illinois 60604

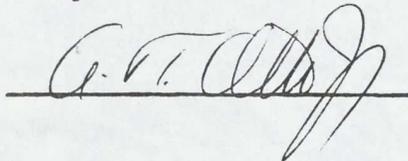
Dear Mr. Otto:

This will confirm our understanding that Item B-3 of your notice of September 1, 1969 has been withdrawn. It is understood by the parties to the Agreement entered into today that the effect of such withdrawal is the same as if Item B-3 had not been included in such notice.

Yours very truly,



Accepted:



# NATIONAL RAILWAY LABOR CONFERENCE

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

J. P. HILTZ, JR., *Chairman*                      W. D. QUARLES, JR., *Vice Chairman*  
JAMES A. WILCOX, *General Counsel*      H. E. GREER, *Director of Research*      J. F. GRIFFIN, *Administrative Secretary*

---

W. S. MACGILL, *Chairman*                      J. W. ORAM, *Chairman*                      M. E. PARKS, *Chairman*  
Southeastern Carriers' Conference Committee      Eastern Carriers' Conference Committee      Western Carriers' Conference Committee

April 23, 1971

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Suite 1622  
220 South State Street  
Chicago, Illinois 60604

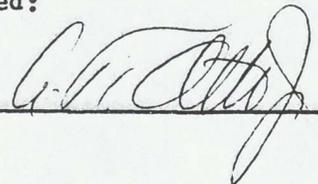
Dear Mr. Otto:

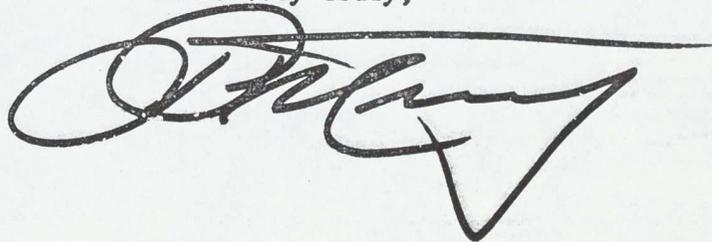
This confirms our understanding that on railroads on which Article IV of the Agreement of September 20, 1968 is not now effective with respect to yardmasters represented by your organization, such Article will be made effective June 1, 1971, unless either party advises the other in writing prior to May 10, 1971 of its election to preserve in its entirety an existing agreement providing benefits of the type provided in such Article IV in lieu of such Article IV.

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

Yours very truly,

Accepted:

  
\_\_\_\_\_



# NATIONAL RAILWAY LABOR CONFERENCE

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

J. P. HILTZ, JR., *Chairman*                      W. D. QUARLES, JR., *Vice Chairman*  
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Southeastern Carriers' Conference Committee    Eastern Carriers' Conference Committee    Western Carriers' Conference Committee

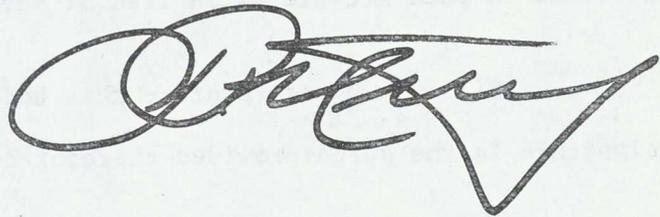
April 23, 1971

Mr. A. T. Otto, Jr., President  
Railroad Yardmasters of America  
Suite 1622  
220 South State Street  
Chicago, Illinois 60604

Dear Mr. Otto:

This confirms our advice that the matter of employees represented by your organization converting from a six-day work week to a five-day work week is not in national handling and should be progressed by your organization, if desired, on a local basis pursuant to existing agreements.

Yours very truly,

A large, stylized handwritten signature in black ink, likely belonging to a representative of the National Railway Labor Conference.



Case No.: 69-27  
Dated: June 3, 1969  
Hearing: May 22, 1969

Before the Impartial Umpire under the AFL-CIO Internal Disputes Plan

-----  
Transport Workers Union of America )  
  ) )  
  ) )                   Determination re  
  ) )  
Brotherhood Railway Carmen of the )                   Penn Central  
  United States and Canada         ) )  
-----

Appearances

For the Transport Workers Union of America ("TWU")

Asher W. Schwarts, Counsel  
Douglas MacMahon, Secretary-Treasurer  
Eugene Attreed, Director, Railroad Division

For the Brotherhood Railway Carmen of the United States and Canada ("BRC")

Edward J. Hickey, Jr., Counsel  
George L. O'Brien, General President

-----  
On April 28, 1969 the BRC filed an application with the National Mediation Board seeking to be certified as the representative of the carmen, their helpers and apprentices, and coach cleaners on the Penn Central. The TWU filed a complaint charging this and related solicitation and organizing activities of the BRC to be in violation of Section 2 of Article XX of the AFL-CIO Constitution because TWU has an established collective bargaining relationship covering these employees, having been certified as their representative by the National Mediation Board on September 24, 1968 after an election in which the BRC was on the ballot.

The Pennsylvania Railroad Company and the New York Central were merged as of February 1, 1968. One of the conditions of the approval of this merger by the Interstate Commerce Commission was that the merged carrier would also acquire the properties of the New Haven Railroad Company and include the New Haven's assets and operations in the Penn Central system. This was done as of January 1, 1969, and the New Haven has since then been operated as the New Haven Region of the Penn Central.

The employees in question had been represented on the Pennsylvania Railroad by the TWU, on the New York Central by the BRC, and on the New Haven by the BRC. The services of the National Mediation Board leading to the election as a result of which TWA was certified on September 24, 1968 were jointly invoked by the TWU and the Railway Employees Department, AFL-CIO, with which the BRC is affiliated. At that time it was common knowledge that the New Haven would shortly be acquired and operated by the Penn Central, but the election was confined to former employees of the New York Central and the Pennsylvania Railroad, since the New Haven was still independent at the time.

As is customary in railroad merger cases, although TWU is now the sole representative of the craft or class, the pre-existing labor agreements have remained in effect as to terms and conditions and working rules except for the designation of the labor organization representing the employees, and any changes in the agreement or agreements will be made only through the process of collective bargaining.

Slightly over three months after the certification of TWU by the National Mediation Board, the New Haven was acquired and started to be operated by the Penn Central. The BRC continued to represent the carmen, but instituted an organizing campaign among all employees of the Penn Central engaged in this work and, as stated, filed a representation application on April 28, 1969.

Its position is that under the rules of the National Mediation Board there should be only one representative of a given craft or class of employees system-wide, and that the acquisition of the New Haven requires a new selection of this bargaining representative. It is the view of the BRC that the acquisition of the New Haven constitutes a consolidation, within the meaning of the AFL-CIO Internal Disputes Plan as interpreted in prior determinations, the effect of which is to terminate established collective bargaining relationships and call for a new selection of representative by the employees in question. The BRC's view of the controlling facts is summarized as follows:

"What is here involved is the inclusion of the New Haven into a merged railroad system in which, according to the Pennsylvania's plans, the New Haven will be consolidated and in which the merged carrier has obtained from the labor organizations the right to accomplish such consolidations by the transfer of work and allocation of work forces through agreement. Such consolidation of operations will particularly affect the craft or class of carmen, since it is the intention of the Pennsylvania to perform the maintenance and repair of locomotives and cars in Penn Central shops."

The TWU counters by insisting that its certification by the National Mediation Board only six months ago in a proceeding in which the BRC participated resulted in the creation of an established collective bargaining relationship which the BRC must respect, under the provisions of Section 2 of the Internal Disputes Plan, irrespective of the rules or practices of the National Mediation Board. As to the acquisition of the New Haven, the TWU contends that that has

continued as a separate and identifiable operation, with its employees continuing to perform their customary duties at essentially the same locations, in the same manner, under the same supervisors, and pursuant to the terms and conditions of their own collective bargaining agreement as when their employer was the New Haven Railroad. They also urge that there has been little or no transfer of such employees from the New Haven Region to other regions or operations of the Penn Central and that for practical reasons no substantial amount is likely.

The Internal Disputes Plan has been applied to numerous disputes arising out of acquisitions, mergers or consolidations of enterprises. The essence of our rulings has been that if the established collective bargaining relationships can be preserved and protected, they should be. Whether they can be is determined by the form and manner of operations after the transaction is completed. The form of acquisition or merger in terms of corporate structure has been treated as of secondary importance. It is the nature of the employer-employee relationship with which we are concerned.

The contention has been advanced by the BRC that the inclusion of the New Haven into the Penn Central constituted a consolidation within the meaning of some of our prior determinations, citing particularly Decision No. 109-60. In that case two manufacturing operations were physically combined in the same premises, and the work of the two groups of employees was integrated. Obviously, this is quite different from what has occurred in the instant case. The excerpts from the transcript of hearings before the Interstate Commerce Commission indicate that a major part of the separate carmen operations will continue to be conducted on the separate properties, as heretofore.

It is significant that the Interstate Commerce Commission interchangeably refers to the proposed New Haven acquisition as "inclusion" in the Penn Central system, "as the purchase of properties of the New Haven" and also as "the sale of said railroad's properties" to the Penn Central.

The BRC stresses the fact that the Interstate Commerce Commission has approved the understandings reached between the Penn Central and the labor organizations permitting the transfer of work and employees from one district to another. In other merger cases determined under the Internal Disputes Plan this right to transfer work or employees invariably existed, yet in many such cases the separate bargaining relationships were held to have remained unimpaired. Our primary interest has been to preserve established collective bargaining relationships if this could be done in the practical sense. Many have been preserved despite changes in ownership, management or location. The question has not been over the right to combine operations but whether they have in fact been integrated to such an extent as to amount to the practical obliteration or disappearance of the separate bargaining relationships or units. Where this has occurred, in some situations it has been ruled that the employees should be given the opportunity to choose the bargaining representative they desire, and in others that by the process of accretion the acquired operation has become a part of the bargaining unit of the surviving enterprise.

The BRC maintains there will be extremely close integration of operations in this case. The facts do not support this conclusion. Much of the carmen's work will necessarily continue to be performed on the separate tracks and work locations. But if the BRC's contention were accepted as sound there would be a real question as to whether the New Haven bargaining unit would not then become a part of the Penn Central's by virtue of the doctrine of accretion.

The New Haven BRC labor agreement has remained in force. The employees continue to work under its terms, represented by the BRC, the union of their choice. They are working at their accustomed locations, under the same supervisors, doing work indistinguishable from that which they were doing before this acquisition. They have not been told that because their smaller operation has been acquired by the vastly larger Penn Central system they have been absorbed into the Penn Central unit and are now represented by some other labor organization.

When the Pennsylvania and New York Central were merged the parties recognized this as a genuine consolidation and conducted an election to select the bargaining representative of the carmen. Now, a few months later, on the occasion of the acquisition of the relatively small New Haven (675 employees as compared with almost 9000), the representative of the small group insists there should be another election involving all 9600 of these employees. Usually in such circumstances the representative of the smaller group seeks to protect itself against absorption. Here we have the reverse. The large surviving group urges that its established collective bargaining relationship should be recognized and respected by the smaller group; that it realizes that it in turn is required by Article XX to respect the established collective bargaining relationship in effect in the smaller unit.

Considering the facts and circumstances, the finding is that we have two separate and identifiable bargaining relationships that have continued as such despite the acquisition of the properties of the New Haven by the Penn Central.

This determination is consistent with those made in a number of earlier disputes. See, e.g., Case Nos. 66-32<sup>1/</sup>, 64-7<sup>2/</sup>, 67-122<sup>3/</sup>, and 67-124<sup>4/</sup>.

---

1/Brotherhood of Sleeping Car Porter-Hotel and Restaurant Employees' and Bartenders' International Union (Grand Trunk Western Railroad) Case No. 66-32, 48-LA-195

2/Industrial Union of Marine and Shipbuilding Workers of America-Metal Trades Department of the Metal Trades Council of New London County (Bethlehem Steel Company, Shipbuilding Division, Quincy, Massachusetts) Case No. 64-7, 43-LA-249

3/United Transport Service Employees of America-Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees (Allied Maintenance Corporation, Las Vegas, Nevada) Case No. 67-122, 51-LA-29

4/International Association of Machinists and Aerospace Workers-General Presidents' Committee of Building and Construction Unions on behalf of 13 affiliated unions, (LTV Aerospace Corporation, Range Systems Division, Houston, Texas) Case No. 67-124

DETERMINATION

The acts of the Brotherhood Railway Carmen of the United States and Canada with respect to employees of the carmen craft or class on the Penn Central, complained of by the Transport Workers Union of America, are in violation of Section 2 of Article XX of the AFL-CIO Constitution.

Dated: June 3, 1969

/s/ David L. Cole  
David L. Cole, Impartial Umpire

**SIGNALMEN**

**April 21, 1969**

MEDIATION AGREEMENT, CASE NO. A-8433,

DATED APRIL 21, 1969

BETWEEN

RAILROADS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE  
AND THE

EASTERN, WESTERN AND SOUTHEASTERN  
CARRIERS' CONFERENCE COMMITTEES

AND THEIR EMPLOYEES REPRESENTED BY THE

BROTHERHOOD OF RAILROAD SIGNALMEN

Mediation Agreement

This Agreement made this 21st day of April, 1969, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon and represented by the Brotherhood of Railroad Signalmen, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGE INCREASES

Section 1 - First Wage Increase

(a) Increases of Signalmen, Signal Maintainers, and all others occupying generally recognized mechanics' or higher rated positions:

Effective July 1, 1968, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1968 of Signalmen, Signal Maintainers, and all others occupying generally recognized mechanics' or higher rated positions will first be increased by 22¢ per hour and then by 3.5%.

(b) Increases of other employees covered by this Agreement:

Effective July 1, 1968, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1968 of employees covered by this Agreement, other than those specified in paragraph (a) of this Section 1, will first be increased by 9¢ per hour and then by 3.5%.

Section 2 - Second Wage Increase

Effective January 1, 1969, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on December 31, 1968 of employees covered by this Agreement will be increased in the amount of 2.0%

Section 3 - Third Wage Increase

Effective July 1, 1969, all hourly, daily, weekly, monthly and piece-work rates of pay in effect on June 30, 1969 of employees covered by this Agreement will be increased in the amount of 3.0%.

Section 4 - Application of Increases Provided for in Sections 1, 2 and 3

(a) Application of cents per hour increases:

(1) Hourly Rates - Add the amount of the money increase to the existing hourly rates of pay.

(2) Daily Rates - Determine the equivalent hourly rate by dividing the existing daily rate by the number of hours comprehended by the daily rate. The amount of the money increase multiplied by the number of hours comprehended by the daily rate shall be added to the existing daily rate.

(3) Weekly Rates - Determine the equivalent hourly rate by dividing the existing weekly rate by the number of hours comprehended by the existing weekly rate. The amount of the money increase multiplied by the number of hours comprehended by the weekly rate shall be added to the existing weekly rate.

(4) Monthly Rates - Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. The amount of the money increase multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.

(5) Minimum Daily Increases - The increases in rates of pay described in paragraphs (1) to (4), inclusive, shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(b) Application of percentage increases:

(1) Hourly Rates - Add the specified percent to the existing hourly rates of pay.

(2) Daily Rates - Add the specified percent to the existing daily rates of pay.

(3) Weekly Rates - Add the specified percent to the existing weekly rates of pay.

(4) Monthly Rates - Add the specified percent to the existing monthly rates of pay.

(c) General:

(1) Piece Work - Adjustment of piece-work rates of pay shall be based on the amount of increases applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(2) Deductions - Insofar as concerns deductions, which may be made from the rates resulting from the increases herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(3) Application of Wage Increases - The increases in wages provided for in this Article I shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Brotherhood of Railroad Signalmen, and in instances where fixed daily, weekly, or monthly rates are paid for all services rendered, the increase in wages shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for. Special allowances not included in said rates will not be increased.

(4) All employees who are on the payroll of the carrier on July 1, 1968, or who are hired subsequent thereto, regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this Agreement.

ARTICLE II - VACATIONS

Section 1. Insofar as applicable to the employees covered by this Agreement, paragraph (b) of Article 1 of the Vacation Agreement of December 17, 1941, as last amended by the Agreement of January 13, 1967, is hereby further amended effective January 1, 1968 to read as follows:

(b) Effective with the calendar year 1968, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

In all other respects amended Article 1 of the Vacation Agreement of December 17, 1941, as contained in Section 1 of Article II of the Agreement of January 13, 1967, is continued in effect.

Section 2. Insofar as applicable to the employees covered by this Agreement, Article 15 of the Vacation Agreement of December 17, 1941, as amended, is hereby further amended to read as follows:

Except as otherwise provided herein this agreement shall be effective as of January 1, 1968 and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of two (2) years from January 1, 1968, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1969 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Section 3. Insofar as applicable to the employees covered by this Agreement, Section 3 of Article I of the Agreement of August 21, 1954 is hereby amended, effective January 1, 1968, to read as follows:

An employee's vacation period will not be extended by reason of any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, or the employee's birthday, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

#### ARTICLE III - HOLIDAYS

Insofar as applicable to the employees covered by this Agreement, Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, is hereby further amended effective January 1, 1968 in the following respects:

Section 1. Section 1 of Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, is hereby amended to read as follows:

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

Section 2. Section 3 of Article II of the Agreement of August 21, 1954 as amended by the Agreement of August 19, 1960, is hereby amended to read as follows:

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

Note: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Note: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

Section 3. Article II of the Agreement of August 21, 1954, as amended, is hereby further amended by the addition of the following Section 7:

Section 7. (a) When any of the seven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(b) When the birthday holiday provided for in Section 6 of this Article II (Article II, Section 6, of the Agreement of November 20, 1964), or any holiday which by agreement, or by law or proclamation of the State or Nation, has been substituted therefor, falls during an hourly, daily or weekly rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

Section 4. Section 5 of Article II of the Agreement of August 21, 1954, and paragraph (g) of Section 6 of Article II of the Agreement of November 20, 1964 (amending Article II of the Agreement of August 21, 1954 to provide for birthday holidays), are hereby amended to read as follows:

Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby except that under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

ARTICLE IV - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of April 21, 1969,

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(employee or personal representative)  
agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accidents benefits of the type provided in this Article IV in lieu of this Article IV.

ARTICLE V - COURT APPROVAL

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

ARTICLE VI - EFFECT OF THIS AGREEMENT

(a) This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about September 1, 1967 and March 1, 1968, and of the notices dated on or about March 21, 1968, served by the individual railroads on organization representatives of the employees involved, and 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 remain in effect until January 1, 1970 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in Section 2 of Article II, no party to this Agreement shall serve, prior to September 1, 1969 (not to become effective before January 1, 1970), any notice or proposal for the purpose of changing the provisions of this agreement, or which relates to the subject matter of the provisions of this agreement or the notices specified in paragraph (a) above, and any pending notices relating to such subject matters are hereby withdrawn.

(c) The organization's notice served on some of the railroads parties hereto on or about March 15, 1967 of desire to revise and change the Mediation Agreement (Case A-7128) dated February 7, 1965, the notice served by some of the carriers parties hereto on the organization representatives on or about March 30, 1967 to amend such Mediation Agreement, and any other pending notices relating to this subject matter, are hereby withdrawn and no proposal relating to this subject matter may be served prior to September 1, 1969 (not to become effective before January 1, 1970).

(d) If a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this agreement a "major technological change" is one involving 5 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this agreement.

(e) During the term of this agreement, pending proposals covering subject matters not specifically dealt with in paragraphs (b), (c) and (d) of this Article need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

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

SIGNED AT WASHINGTON, D. C. THIS 21st DAY OF APRIL, 1969.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

J. W. Oram Chairman  
J. B. Fu  
W. P. Richard  
B. E. Rice, Jr

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

M. E. Parks Chairman  
C. A. Bace  
J. C. DeButts  
G. J. Furr  
W. L. Moore  
Earl Oliver

FOR THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD SIGNALMEN:

C. J. Chamberlain President  
Paul Drummond Secretary-Treasurer  
W. H. Griffin Vice President  
K. H. Bates Vice President  
B. N. Stearns Vice President  
Melvin B. Faye Vice President  
L. S. Shandle Vice President  
Gerald Cudorff Vice President

FOR THE PARTICIPATING CARRIERS LISTED  
IN EXHIBIT C:

*W. S. Macjill*

Chairman

*F. K. Day Jr.*

*J. S. Paul.*

*W. S. Schell*

*D. M. Senta, Jr.*

Approved:

*[Signature]*  
Chairman, National Railway Labor  
Conference

Witness:

*Francis A. O'Neill, Jr.*  
Member, National Mediation Board

# NATIONAL RAILWAY LABOR CONFERENCE

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

J. P. HILTZ, JR., *Chairman*                      W. D. QUARLES, JR., *Vice Chairman*  
JAMES A. WILCOX, *General Counsel*      H. E. GREER, *Director of Research*      J. F. GRIFFIN, *Administrative Secretary*

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W. S. MACGILL, *Chairman*                      J. W. ORAM, *Chairman*                      M. E. PARKS, *Chairman*  
Southeastern Carriers' Conference Committee      Eastern Carriers' Conference Committee      Western Carriers' Conference Committee

April 21, 1969

Mr. C. J. Chamberlain, President  
Brotherhood of Railroad Signalmen  
2247 West Lawrence Avenue  
Chicago, Illinois 60625

Dear Mr. Chamberlain:

In connection with Articles II and III of the Mediation Agreement of April 21, 1969:

Under Article II, an employee entitled to a second week of vacation in 1968 shall be paid in lieu thereof, and an employee entitled to a second week of vacation in 1969 shall be granted an additional week's vacation or paid in lieu thereof whether or not he has already taken his first week of vacation. Payments in lieu of such second week of vacation in 1968, and payments in lieu of such second week of vacation in 1969 prior to June 1, 1969, shall be made at straight time rates except to the extent that payments at higher rates are required under provisions other than Article I, Section 4 of the August 21, 1954 Agreement (amending Article 5 of the December 17, 1941 Agreement). In determining whether an employee is entitled to a second week of vacation in 1969, paragraph (b) in Section 1 of Article II applies regardless of whether the employee has already taken his vacation.

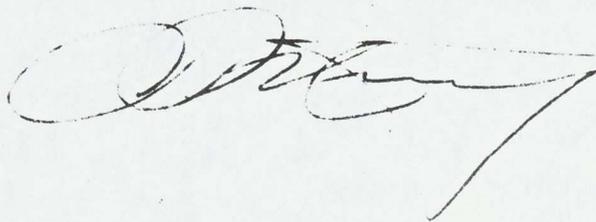
Under Article III, employees who would be entitled to holiday pay for holidays commencing with January 1, 1968, for which they were not eligible under the former agreement provisions, may file claims for such holiday pay. Time limit provisions in relation to such claims start running April 21, 1969, the date of the agreement.

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

Yours very truly,

Accepted:





EASTERN RAILROADS

LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1967 AND MARCH 1, 1968, SERVED UPON VARIOUS EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF RAILROAD SIGNALMEN, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT INDICATED IN APPENDICES "A" THERETO, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING WITH THE ORGANIZATION'S MARCH 1, 1968 NOTICE.

This authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

NOTE: - This authorization is subject to the stipulation contained in Letter of Understanding dated August 19, 1960.

Akron, Canton & Youngstown Railroad Company, The  
Ann Arbor Railroad  
Baltimore and Ohio Railroad Company, The  
Baltimore and Ohio Chicago Terminal Railroad Company, The  
Bangor and Aroostook Railroad Company  
Bessemer and Lake Erie Railroad Company  
Boston and Maine Corporation  
Boston Terminal Corporation, The  
Canadian National Railway Company, St. Lawrence  
Region, Lines in the United States  
1: Canadian Pacific Railway  
Central Railroad Company of New Jersey, The  
New York and Long Branch Railroad, The  
Central Vermont Railway, Inc.  
Cincinnati Union Terminal Company, The  
Cleveland Union Terminals Company, The  
Dayton Union Railway  
Delaware and Hudson Railroad Corporation, The  
Detroit and Toledo Shore Line Railroad Company, The  
Detroit Terminal Railroad  
Detroit, Toledo & Ironton Railroad  
Erie Lackawanna Railway  
Grand Trunk Western Railroad  
Indiana Harbor Belt Railroad  
Indianapolis Union Railway Company, The  
Lehigh & Hudson River Railway Company, The  
Lehigh and New England Railway Company  
Lehigh Valley Railroad  
Maine Central Railroad Company  
Portland Terminal Company  
Monongahela Railway, The  
Monon Railroad

New York, Susquehanna and Western Railroad  
Norfolk and Western Railway Company (Lines of Former  
New York, Chicago and St. Louis Railroad and Lines  
of Former Pittsburgh and West Virginia Railway)  
Penn Central Company  
Pennsylvania-Reading Seashore Lines  
Reading Company  
Staten Island Rapid Transit Railway Company, The  
Washington Terminal Company, The  
Western Maryland Railway Company

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Note 1 - Authorization covers only notice served by the organization  
on September 1, 1967.

FOR THE CARRIERS:

FOR THE  
BROTHERHOOD OF RAILROAD SIGNALMEN:

(Signed) J. W. ORAM

(Signed) C. J. CHAMBERLAIN

Washington, D. C.  
April 14, 1969

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1967 AND MARCH 1, 1968, SERVED UPON VARIOUS WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF RAILROAD SIGNALMEN, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT INDICATED IN APPENDICES 'A' THERETO, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING WITH THE ORGANIZATION'S MARCH 1, 1968 NOTICE.

This authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

Note: - This authorization is subject to the stipulation contained in Letter of Understanding dated August 19, 1960.

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Alton and Southern Railway  
 Atchison, Topeka and Santa Fe Railway Company, The  
 Belt Railway Company of Chicago, The  
 Chicago & Eastern Illinois Railroad  
 Chicago & Illinois Midland Railway Company  
 Chicago and North Western Railway Company  
 (Including former Chicago Great Western Railway)  
 Chicago and Western Indiana Railroad Company  
 Chicago, Burlington and Quincy Railroad  
 Chicago, Milwaukee, St. Paul and Pacific Railroad  
 Chicago, Rock Island and Pacific Railroad Company  
 Colorado and Southern Railway  
 Denver and Rio Grande Western Railroad Company, The  
 Denver Union Terminal Railway Company, The  
 1: Duluth, Winnipeg and Pacific Railway  
 Elgin, Joliet and Eastern Railway Company  
 Fort Worth and Denver Railway Company  
 Galveston, Houston and Henderson Railroad Company  
 Great Northern Railway Company  
 Green Bay and Western Railroad Company  
 Kewaunee, Green Bay and Western Railroad Company  
 Houston Belt & Terminal Railway Company  
 Illinois Central Railroad  
 Joint Texas Division of CRI&P - FtW&D Railway Company  
 Kansas City Southern Railway Company, The  
 Louisiana and Arkansas Railway Company  
 Kansas City Terminal Railway Company  
 Missouri-Kansas-Texas Railroad Company  
 Missouri Pacific Railroad Company

2: New Orleans Union Passenger Terminal  
Norfolk and Western Railway (lines formerly operated  
by the Wabash Railroad Company)  
Northern Pacific Railway  
Paducah and Illinois Railroad  
Peoria and Pekin Union Railway Company  
St. Louis-San Francisco Railway Company  
St. Louis Southwestern Railway Company  
Soo Line Railroad  
Southern Pacific Company -  
Pacific Lines  
Texas and Louisiana Lines  
Spokane, Portland and Seattle Railway Company (System Lines)  
Terminal Railroad Association of St. Louis  
Texas and Pacific Railway Company, The  
Texas Pacific-Missouri Pacific Terminal Railroad of  
New Orleans  
Toledo, Peoria and Western Railroad Company  
Union Pacific Railroad Company  
Union Terminal Company (Dallas), The  
Western Pacific Railroad Company, The

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NOTES: -

- 1: Authorization covers only notice served by the organization on March 1, 1968 and proposals served by the Carrier for concurrent handling therewith.
- 2: Authorization covers only notice served by the organization on September 1, 1967.

FOR THE CARRIERS:

(Signed) W. L. MORE

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FOR THE  
BROTHERHOOD OF RAILROAD SIGNALMEN:

(Signed) C. J. CHAMBERLAIN

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Washington, D. C.  
April 14, 1969

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1967 AND MARCH 1, 1968, SERVED UPON VARIOUS SOUTHEASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE BROTHERHOOD OF RAILROAD SIGNALMEN, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT INDICATED IN APPENDICES "A" THERETO, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING WITH THE ORGANIZATION'S MARCH 1, 1968 NOTICE.

This authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the Brotherhood of Railroad Signalmen.

NOTE: - This authorization is subject to the stipulation contained in Letter of Understanding dated August 19, 1960.

Atlanta and West Point Rail Road - Western  
Railway of Alabama  
Central of Georgia Railway  
Chesapeake and Ohio Railway  
Clinchfield Railroad  
Georgia Railroad  
Gulf, Mobile and Ohio Railroad  
Jacksonville Terminal Company  
Kentucky & Indiana Terminal Company  
Louisville and Nashville Railroad  
New Orleans Public Belt Railroad  
Norfolk and Western Railway (Atlantic and Pocahontas  
Regions)  
Richmond, Fredericksburg and Potomac Railroad (Including  
Potomac Yard)  
Seaboard Coast Line Railroad  
Southern Railway  
Alabama Great Southern Railroad  
Cincinnati, New Orleans and Texas Pacific Railway  
Georgia Southern and Florida Railway  
Harriman and Northeastern Railroad  
New Orleans and Northeastern Railroad  
New Orleans Terminal Company  
St. Johns River Terminal Company

FOR THE CARRIERS:

FOR THE  
BROTHERHOOD OF RAILROAD SIGNALMEN:

(Signed) W. S. MACGILL

(Signed) C. J. CHAMBERLAIN

Washington, D. C.  
April 14, 1969



Grand Lodge Headquarters

# Brotherhood of Railroad Signalmen



C. J. CHAMBERLAIN,  
President

P. T. DRUMMOND  
Secretary-Treasurer

M. B. FRYE  
Vice-President

2247 W. LAWRENCE AVE.  
CHICAGO, ILL. 60625

TELEPHONE  
312-561-7355

April 25, 1969

TO ALL CHIEF EXECUTIVES  
RAILWAY LABOR EXECUTIVES' ASSOCIATION

Dear Sirs and Brothers:

I want to take this opportunity to personally thank you for the assistance and cooperation of your organization in our recent wage dispute with the nation's carriers. As you well know, such loyal cooperation between railroad organizations in the railroad industry is a most influential and effective force in bringing the carriers to the bargaining table.

We sincerely appreciate your assistance in this dispute, and look forward to our future association as we, in our respective labor unions, strive to provide the best representation possible for the members of our organizations.

We are enclosing for your information a copy of the national wage agreement dated April 21, 1969, which was reached between the railroads represented by the National Railway Labor Conference and the Brotherhood of Railroad Signalmen.

Fraternally yours,

President

CJC:lc

Enclosure

cc: Grand Lodge Officers



**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**

UNION DES EMPLOYES DE COMMUNICATIONS-TRANSPORT

3860 LINDELL BOULEVARD, SAINT LOUIS MISSOURI, 63108 • 314 533-8321

A. R. LOWRY  
President

December 5, 1968

Mr. C. J. Chamberlain, Chairman (2)  
Committee of Cooperating Railway  
Labor Organizations  
2247 West Lawrence Avenue  
Chicago, Illinois 60625

File: 760.7/35  
Award 15555, Case No. TCU-3754  
Award 15556, Case No. TCU-4035  
Third Division, N.R.A.B.

Dear Sir and Brother:

The Chicago, Rock Island and Pacific Railroad has failed and is refusing to apply Award Nos. 15555 and 15556 of the Third Division, National Railroad Adjustment Board, which were adopted by that Division July 16, 1967.

The Organization has diligently and patiently endeavored through direct negotiations to prevail upon this Carrier to apply the awards in keeping with the Opinion and Findings of the Third Division, but without success. At a final conference on August 21, 1968, where a Grand Officer of our Organization, in addition to the General Chairman, was present, the Carrier Representative definitely declined to apply the award.

Accordingly, the matter is referred to you for handling pursuant to action of the Railway Labor Executives' Association, which has established a Committee of Chief Executives to handle all refusals of carriers to apply National Railroad Adjustment Board awards. Three printed copies of Award Nos. 15555 and 15556 and Orders are enclosed for your use in handling this matter.

Thanking you for your attention to these unapplied awards, I am,

Fraternally yours,

Enclosures

cc: (next page)



AFFILIATED WITH THE AFL-CIO, CLC, RLEA, CRLEA



Mr. C. J. Chamberlain, Chairman

- 2 -

December 5, 1968

cc: Chief Executives  
Railway Labor Executives' Association

Mr. D. S. Beattie, Executive Secretary  
Railway Labor Executives' Association  
Railway Labor Building  
400 First Street, N. W.  
Washington, D. C. 20001

Mr. R. O. Norton, Vice President  
Transportation-Communication Employees Union  
208 Columbian Building  
112-114 West Sixth Street  
Topeka, Kansas 66603

Mr. M. F. Van Gorp  
General Chairman, TCU Division 35  
P. O. Box 194  
Pella, Iowa 50219

K

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DW 35  
Van Jorp



Zmk

3754

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION  
O R D E R

To accompany Award Number **15555**  
Docket Number **TE-14060**

To Chicago, Rock Island and Pacific Railroad Company

Mr. Guy E. Mallery, Vice President - Personnel

Chicago, Illinois 60605

The Chicago, Rock Island and Pacific Railroad Company is hereby ordered to make effective Award No. **15555**, made by the Third Division of the National Railroad Adjustment Board (copy of which is attached and made part hereof), as therein set forth; and if the Award includes a requirement for the payment of money, to pay to the employee (or employees) the sum to which he is (or they are) entitled under the Award on or before **July 16, 1967**.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. H. Schultze*  
Executive Secretary

Dated at Chicago, Illinois, this **12th** day of **May 1967**.

NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 15555  
Docket Number TE-14060

THIRD DIVISION

Edward A. Lynch, Referee

{ Transportation-Communication Employees Union  
{ (Formerly The Order of Railroad Telegraphers)  
{ Chicago, Rock Island and Pacific Railroad Company

PARTIES TO DISPUTE:

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad, that:

1. Carrier violated the Agreement between the parties when on January 21, March 22 and 26, 1962, it required or permitted an employe not covered by said Agreement at Amarillo, Texas yard office, to transmit by telephone to the Chief Dispatcher at Liberal, Kansas, matters of record pertaining to train movements.

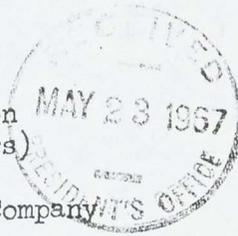
2. Carrier shall be required to compensate R. M. Goodwin, senior telegrapher off at Amarillo at the time of each violation one call for each day January 21, March 22 and 26, 1962.

OPINION OF BOARD: It is argued in behalf of Petitioner that the question at issue in this case - involving these same parties and locale - has been decided in at least four prior awards of this Division: Nos. 3199, 8358, 12307, 12308. They were sustaining Awards. In fact, Award 3199 was decided by the Board without a Referee. While Award 8358 drew a dissent from the Carrier members, the most recent Awards involving the same issue and parties were adopted without dissent.

It is argued in behalf of Petitioner that a comparison of Carrier's ex-parte submission in this Docket TE-14060 with its submissions in Awards 12307 and 12308 "shows them to be identical in construction."

It should be noted the uses of the telephone here subjected to claim occurred during the hours of 3:00 P.M., to 6:00 P.M., and from 2:00 A.M. to 7:00 A.M., when the telegraph office is closed.

The first use of the phone here involved occurred January 21, 1962 when the Yard Clerk phoned the Chief Dispatcher to give him an OS on Train 997 into Amarillo and also the number of loads and empties of each train, and when it would run.



The second occurrence took place at Amarillo when the Yard Clerk phoned the Chief Dispatcher and transmitted information respecting a derailment.

We believe both of these incidents can be classed as information relating directly to the movement of trains, and were violations of the agreement.

However, the use of the telephone on March 26 related to the assignment of crew personnel and was not directly related to the movement of trains. It was not a violation of the agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

A W A R D

Claim sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

S. H. Schultz  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May 1967.

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7-19-67



CARRIER MEMBERS' DISSENT TO AWARD 15555, DOCKET TE-14060  
(Referee Lynch)

For reasons known to the majority, we dissent.

G. L. Naylor  
G. L. Naylor

R. E. Black  
R. E. Black

P. C. Carter  
P. C. Carter

T. F. Strunck  
T. F. Strunck

G. C. White  
G. C. White



RESPONSE TO CARRIER MEMBERS' DISSENT TO AWARDS 15555,  
DOCKET TE-14060, and 15556, DOCKET TE-14766.

The undersigned members of the majority which adopted Awards 15555 and 15556 have no knowledge of any reason for the Carrier Members' dissent.

J. W. Whitehouse  
J. W. Whitehouse

C. R. Barnes  
C. R. Barnes

George P. Kasamis  
G. P. Kasamis

C. E. Kief  
C. E. Kief

Gerald Orndorff  
Gerald Orndorff

R

4035  
Van Kamp  
Dw. 35



Lmk

TCU 4035

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION  
O R D E R

To accompany Award Number **15556**  
Docket Number **TE-14766**

To Chicago, Rock Island and Pacific Railroad Company  
Mr. Guy E. Mallory, Vice President - Personnel  
Chicago, Illinois 60605

The Chicago, Rock Island and Pacific Railroad Company is hereby ordered to make effective Award No. **15556**, made by the Third Division of the National Railroad Adjustment Board (copy of which is attached and made part hereof), as therein set forth; and if the Award includes a requirement for the payment of money, to pay to the employee (or employees) the sum to which he is (or they are) entitled under the Award on or before **July 16, 1967**.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A. H. Schwalby*  
Executive Secretary

Dated at Chicago, Illinois, this **12th** day of **May 1967**.

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 15556  
Docket Number TE-14766

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

{ Transportation-Communication Employees Union  
{ Formerly The Order of Railroad Telegraphers  
{ Chicago, Rock Island and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad, that:

1. Carrier violated the Agreement between the parties when on February 27, 1963, it required or permitted an employee at its Amarillo, Texas Yard Office, who is not within the scope of said Agreement, to receive, copy and relay a message of record from the dispatcher at El Reno, Oklahoma for the diesel mechanic at the Diesel Shed at Amarillo.

2. Carrier shall be required to compensate I. W. Cates, the senior telegrapher employed at Amarillo and off duty at the time of the violation, one call as provided by the applicable rule of the current Agreement.

OPINION OF BOARD: In the light of our Award No. 15555, we must and do hold that a message from the Chief Dispatcher via the Yard Clerk directed to the diesel mechanic to

"Add three units 97-A, 98-B, 73-B on point No. 22 at Amarillo."

does constitute a message directly relating to the movement of trains. A sustaining Award is, therefore, required.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

Award Number 15556  
Docket Number TE-14766

Page 2

That the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*D. H. Schultze*  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May 1967.

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L.M.K.

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CARRIER MEMBERS' DISSENT TO AWARD 15556, DOCKET TE-14766  
(Referee Lynch)

For reasons known to the majority, we dissent.

G. L. Naylor

G. L. Naylor

R. E. Black

R. E. Black

P. C. Carter

P. C. Carter

T. F. Strunck

T. F. Strunck

G. C. White

G. C. White

RESPONSE TO CARRIER MEMBERS' DISSENT TO AWARDS 15555,  
DOCKET TE-14060, and 15556, DOCKET TE-14766.

The undersigned members of the majority which adopted Awards 15555 and 15556 have no knowledge of any reason for the Carrier Members' dissent.

  
J. W. Whitehouse  
J. W. Whitehouse

C. R. Barnes  
C. R. Barnes

George P. Kasamis  
G. P. Kasamis

C. E. Kief  
C. E. Kief

Gerald Orndorff  
Gerald Orndorff



The Modern Union... On The Move

*BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES*

AFL-CIO-CLC

C. L. DENNIS International President

File 408-17-11

Subject: 1968 Wage Movement -  
REA Express, Inc.

Circular No. 79-68

October 21, 1968

GRAND LODGE OFFICERS  
CHIEF EXECUTIVES - RLEA

Dear Sirs and Brothers:

I am enclosing herewith a copy of Mediation Agreement A-8429 dated October 17, 1968, disposing of our current wage dispute with Railway Express Agency, Inc.

This agreement covers approximately 28,000 employes and provides four wage increases - 5 percent retroactive to July 1, 1968, 2 percent effective January 1, 1969, 4 percent effective July 1, 1969, and 7 percent effective July 1, 1970. Under the agreement national minimum rates of pay are raised to \$3.31 per hour, \$3.38 per hour, \$3.52 per hour and \$3.77 per hour on the four dates indicated, thus while the agreement provides for 18 percent in increases, in practice the actual increase will be approximately 20 percent as a result of the rounding clause and the cumulative effect of the four percentage increases. The minimum raise under the agreement will be 62 cents, the average will be between 65 and 70 cents per hour and the maximum will range as high as \$1.00 an hour for top rated jobs.

The agreement also provides for an additional holiday - the employe's birthday - bringing the total number of nationally observed holidays to nine. Our vacation agreement has been improved by lowering the qualifications for vacations. Additionally, when financial conditions warrant, new motor vehicle equipment placed into service shall be equipped with air conditioning units.

The cost of the three year package to REA has been estimated at \$55.8 million during the term of the contract.

Sincerely and fraternally,

International President

cc: Mr. Perry S. Heath - BLE  
Schoene & Kramer  
Mulholland, Hickey & Lyman  
Mr. E. L. Oliver - Labor Bur. Mid. West  
Mr. Wm. Beltz - BNA  
Mr. Edward J. McDonald - UC&CB

GRAND LODGE/BROTHERHOOD BUILDING • 1015 VINE STREET, CINCINNATI, OHIO 45202 • TEL: 513/721-3150

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

This Agreement made this 17th day of October, 1968, by and between Railway Express Agency, Inc., and employes thereof represented by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes, witnesseth:

IT IS AGREED:ARTICLE I - WAGE INCREASE:

## SECTION 1 - Effective July 1, 1968:

- (a) All basic hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay of those employes who are covered by this Agreement shall be increased by five per cent (5%).
- (b) Those minimum rates of pay established by Article III of the December 16, 1966 Agreement will be increased to \$3.31 per hour.
- (c) In the application of the five per cent (5%) increases provided in this section, hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay ending in a fraction of a cent will be rounded to the next highest cent.

## SECTION 2 - Effective January 1, 1969:

- (a) All basic hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay of those employes who are covered by this Agreement shall be increased by two per cent (2%).
- (b) Those minimum rates of pay established by Article III of the December 16, 1966 Agreement will be increased to \$3.38 per hour.
- (c) In the application of the two per cent (2%) increases provided in this section, hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay ending in a fraction of a cent will be rounded to the next highest cent.

## SECTION 3 - Effective July 1, 1969:

- (a) All basic hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay of those employes who are covered by this agreement shall be increased by four per cent (4%).
- (b) Those minimum rates of pay established by Article III of the December 16, 1966 Agreement will be increased to \$3.52 per hour.

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EBN  
EL

- (c) In the application of the four per cent (4%) increases provided in this section, hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay ending in a fraction of a cent will be rounded to the next highest cent.

SECTION 4 - Effective July 1, 1970:

- (a) All basic hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay of those employees who are covered by this Agreement shall be increased by seven per cent (7%).
- (b) Those minimum rates of pay established by Article III of the December 16, 1966 Agreement will be increased to \$3.77 per hour.
- (c) In the application of the seven per cent (7%) increases provided in this section, hourly, weekly, monthly, mileage, delay time, tour and trip rates of pay ending in a fraction of a cent will be rounded to the next highest cent.

ARTICLE II - HOLIDAYS:

SECTION 1 - Effective January 1, 1969:

- (a) Rule 6 of the Agreement is amended to read:
  - (d) In the case of any employee who perform service in a week in which their birthday occurs, the employee's birthday shall be observed as a personal holiday. If an employee's birthday occurs on a work day, he shall receive the day off with pay at his regular rate. If an employee's birthday occurs on a rest day, holiday, or February 29 in other than leap years, he shall receive an additional days pay that week at his regular rate. If an employee who is not paid on a trip rate or tour basis is called to work on his birthday, he shall be paid a days pay at the time and one-half rate in addition to his birthday holiday pay. (To determine the regular rate for OTR employees paid on a trip rate or tour basis, divide the weekly vacation pay allowance by five (5) for the assignment worked that week.)

ARTICLE III - VACATIONS:

SECTION 1 - Effective January 1, 1969:

- (a) Delete the "Note" to Rule 7 of the Agreement.
- (b) Revise Rule 7 of the Agreement to read:

"Vacations will be granted to employees who are actively at work in the current year upon the following bases and conditions:

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- "(1) Employes having less than two (2) year's service as of December 31 of the preceding year - five (5) working days with pay.
- "(2) Employes having more than two (2) year's service as of December 31 of the preceding year but less than ten (10) years' service - ten (10) working days with pay.
- "(3) Employes having more than ten (10) years' service as of December 31 of the preceding year but less than twenty (20) years' service - fifteen (15) working days with pay.
- "(4) Employes having more than twenty (20) years' service as of December 31 of the preceding year - twenty (20) working days with pay."

ARTICLE IV - NEW EQUIPMENT:

SECTION 1 - Effective January 1, 1971:

- (a) The Company will use its best efforts, when financial conditions warrant, to see that all motor vehicle equipment placed into service shall be equipped with air conditioning units as well as heaters and defrosters, which equipment shall be maintained in good working order at all times.

ARTICLE V - EFFECT OF THIS AGREEMENT:

This Agreement is in full settlement of the dispute growing out of the notice served upon the Railway Express Agency, Inc. by the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes on June 1, 1968 and the three notices served upon the Brotherhood by Railway Express Agency, Inc. on June 17, 1968, and this Agreement shall remain in effect until June 30, 1971, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. No proposals for changes in rates of pay, hours of service or working conditions will be initiated by either party during the period of this Agreement, except that notices may be served on or after April 1, 1971, provided such notices do not contemplate effective dates earlier than July 1, 1971.

ARTICLE VI - RATIFICATION:

This Agreement is hereby approved by signatures affixed hereto, subject to ratification by the Organization.

*JWS  
EXP  
e L*

SIGNED AT NEW YORK CITY, NEW YORK, THIS 17th DAY OF OCTOBER, 1968.

Accepted for Railway Express Agency, Inc.:

Accepted for the employees:

Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees:

John N. Meiston  
John N. Meiston  
Vice President

D. J. Sullivan  
D. J. Sullivan  
International Vice President

E. L. Fallman  
E. L. Fallman  
Vice President

J. J. Weidenreich  
J. J. Weidenreich  
General Chairman

Clement Lane  
Clement Lane  
Assistant Vice President

W. A. Johnson  
W. A. Johnson  
General Chairman

A. I. Lawrence  
A. I. Lawrence  
General Chairman

G. E. Stephenson  
G. E. Stephenson  
General Chairman

Approved:  
Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees:

C. L. Dennis  
International President

WITNESS:

Joseph W. Smith  
Joseph W. Smith, Mediator  
NATIONAL MEDIATION BOARD