

R. Y. A.  
April 27, 1973

AGREEMENT

DATED APRIL 27, 1973

between railroads represented by the  
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the  
RAILROAD YARDMASTERS OF AMERICA

## A G R E E M E N T

This Agreement made this 27th day of April, 1973, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee and the employees shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

### ARTICLE I - GENERAL WAGE INCREASE

Effective January 1, 1974, each basic monthly rate of pay shall be increased by 4% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

### ARTICLE II - COST-FREE UNION DUES DEDUCTION AGREEMENT

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

1. Deductions will be limited to periodic union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.
2. No costs will be charged against the organization or the affected employees in connection with the dues deduction agreement.
3. Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be reexecuted and may be continued in effect subject to their terms and conditions.
4. The dues deduction amounts may not be changed more often than once every three months.
5. The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.

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

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

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

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

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This Article II becomes effective 60 days after the date of this Agreement on each of the carriers party to this Agreement, unless within 45 days after the date of this Agreement the General Chairman of the organization signatory hereto advises the designated railroad officer in writing that the organization desires to retain the existing dues deduction agreement. In that event, all of the provisions of the existing dues deduction agreement will be retained, subject to the provisions of Article IV of this Agreement.

#### ARTICLE III - STANDING COMMITTEE

It is hereby agreed that the parties signatory to this Agreement will establish within 60 days of the date of this Agreement a Standing Committee for the purpose of reviewing and studying subjects of mutual interest during the term of this Agreement. The parties will mutually agree on the procedures under which it will operate.

Each of the parties to this Agreement may propose items to be considered by the Standing Committee at any time during the term of this Agreement.

#### ARTICLE IV - GENERAL PROVISIONS

##### Section 1 - Court Approval

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

Section 2 - National Agreement

The parties signatory hereto recognize:

(a) That the carriers listed in Exhibit A to this Agreement have designated, as they have in the past in various nationally negotiated agreements, the National Carriers' Conference Committee to act as the representative 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 notice described in Section 3(a) of this Article;

(b) That this Agreement constitutes a national agreement between the National Carriers' Conference Committee, as the representative of the multi-carrier group on behalf of the carriers listed in Exhibit A 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 Exhibit A 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 notice served upon the carriers listed in Exhibit A by the organization signatory hereto, dated on or about February 22, 1973. This Agreement shall remain in effect through December 31, 1974, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to July 1, 1974 (not to become effective before January 1, 1975), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the organization cited in paragraph (a) of this Section 3 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 July 1, 1974 (not to become effective before January 1, 1975) 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) In addition to the matters covered in paragraph (c) of this Section 3, the parties to this Agreement shall not serve nor progress prior to July 1, 1974 (not to become effective before January 1, 1975) any notice or proposal relating to:

Length of paid vacations in excess of the maximum provided in the national agreement  
Number of paid holidays in excess of the maximum provided in the national agreement  
Bereavement or funeral pay

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

(e) During the term of this Agreement, pending proposals covering subject matters not specifically dealt with in paragraph (a), (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 debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

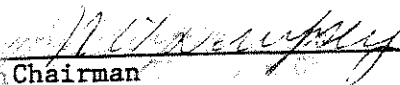
#### ARTICLE V - RAILROAD RETIREMENT AMENDMENTS CONTINGENCY

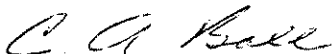
This Agreement is contingent upon the enactment of legislation accomplishing the purposes specified in Appendix 1 attached hereto and hereby made a part hereof.

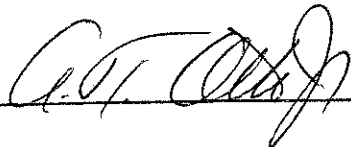

SIGNED AT WASHINGTON, D. C. THIS 27th DAY OF APRIL, 1973.

FOR THE PARTICIPATING CARRIERS  
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY  
THE RAILROAD YARDMASTERS OF AMERICA:

  
Chairman

  
C. A. Ball

  
  
R. J. Culver

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE FOR THE PURPOSE OF NEGOTIATING AN AGREEMENT ON PROPOSED LEGISLATIVE CHANGES IN THE RAILROAD RETIREMENT ACT AND THE RAILROAD RETIREMENT TAX ACT WITH THE RAILROAD YARDMASTERS OF AMERICA; AND IN CONNECTION WITH NOTICES, DATED ON OR ABOUT FEBRUARY 22, 1973, SERVED UPON VARIOUS RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA OF DESIRE TO REVISE AND SUPPLEMENT ALL EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSAL SET FORTH IN ATTACHMENT "A" THERETO.

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

Alton & Southern Railway  
Atchison, Topeka and Santa Fe Railway  
Baltimore and Ohio Railroad  
Baltimore and Ohio Chicago Terminal Railroad  
Burlington Northern, Inc.  
Central of Georgia Railroad  
Chesapeake and Ohio Railway  
Chicago and North Western Transportation Company  
Chicago, Milwaukee, St. Paul and Pacific Railroad  
Chicago Produce Terminal Company  
Chicago, Rock Island and Pacific Railroad  
Chicago, West Pullman & Southern Railroad  
Clinchfield Railroad  
Davenport, Rock Island and North Western Railway  
Delaware & Hudson Railway  
Denver and Rio Grande Western Railroad  
Des Moines Union Railway  
Detroit & Toledo Shore Line Railroad  
Detroit Terminal Railroad  
Duluth, Missabe and Iron Range Railway  
Duluth, Winnipeg & Pacific Railway  
\*Erie Lackawanna Railway  
Fort Worth and Denver Railway  
Fort Worth Belt Railway  
Grand Trunk Western Railroad  
Houston Belt & Terminal Railway  
Illinois Central Gulf Railroad  
Illinois Northern Railway  
Indiana Harbor Belt Railroad  
Jacksonville Terminal Company  
Kansas City Southern Railway  
Kentucky & Indiana Terminal Railroad  
Lake Superior Terminal and Transfer Railway  
Los Angeles Junction Railway  
Louisiana & Arkansas Railway  
Louisville and Nashville Railroad  
Minnesota Transfer Railway  
Missouri-Kansas-Texas Railroad  
Missouri Pacific Railroad

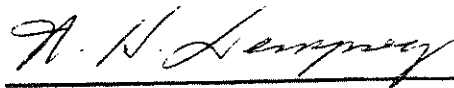
Monongahela Railway  
New Orleans Public Belt Railroad  
New Orleans Union Passenger Terminal  
Norfolk and Western Railway  
Norfolk Southern Railway  
Ogden Union Railway and Depot Company  
Peoria and Pekin Union Railway  
Pittsburgh & Lake Erie Railroad, The Lake Erie &  
Eastern Railroad  
Portland Terminal Railroad Company  
Port Terminal Railroad Association  
Richmond, Fredericksburg and Potomac Railroad  
1-St. Louis-San Francisco Railway  
Saint Paul Union Depot Company  
Seaboard Coast Line Railroad  
Soo Line Railroad  
Southern Railway  
Alabama Great Southern Railroad  
Cincinnati, New Orleans & Texas Pacific Railway  
Georgia Southern and Florida Railway  
New Orleans Terminal Company  
Staten Island Railroad Corporation  
Terminal Railroad Association of St. Louis  
Texas and Pacific Railway  
Texas Pacific-Missouri Pacific Terminal Railroad  
of New Orleans  
Union Pacific Railroad  
Washington Terminal Company  
Western Maryland Railway  
Western Pacific Railroad  
Western Railway of Alabama

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NOTES: -

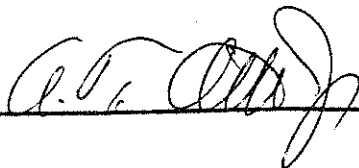
- \* - Subject to the approval of the Courts.
- 1 - Authorization excludes AT&N and NEO Districts.

FOR THE CARRIERS:

  
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Washington, D. C.,  
April 19, 1973

FOR THE  
RAILROAD YARDMASTERS OF AMERICA:

  
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Railroad Retirement Legislation

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

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

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

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

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

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

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

George S. Paul

F. K. Day, Jr

T. C. DeButts

D. L. Farr

J. R. Jones

C. L. Merrill, Jr.

J. J. Maher

Carl Alwer

L. M. Sinton, Jr.

Reinhold Schmidt

W. S. Rusk

R. F. O'Leary

J. E. Warby

J. E. Jones

V. E. Holmes

N. A. Erdody