

R. Y. A.

September 20, 1968

AGREEMENT

DATED SEPTEMBER 20, 1968

between

RAILROADS REPRESENTED BY THE
NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

AND THEIR EMPLOYEES

REPRESENTED BY THE

RAILROAD YARDMASTERS OF AMERICA

This Agreement made this 20th day of September, 1968, 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 - WAGE INCREASE

Section 1. Effective July 1, 1968, each basic monthly rate of pay shall be increased by 3.5%. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 2. Effective January 1, 1969, each basic monthly rate of pay shall be increased by 2.0%. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 3. Effective July 1, 1969, each basic monthly rate of pay shall be increased by 3.0%. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

ARTICLE II - HOLIDAYS

Effective January 1, 1968, Article III - Holidays of the Agreement of November 29, 1967 is amended by the addition of Section 6, as follows:

Section 6 (a) When any of the holidays enumerated in Section 1 hereof falls on a rest day of a regularly assigned yardmaster, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular yardmaster works as yardmaster on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to Section 3 hereof.

(b) When any of the holidays enumerated in Section 1 hereof falls during a regularly assigned yardmaster's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.

(c) The rest day holiday and vacation holiday pay provided by this Section 6 shall not apply to extra yardmasters, or to regularly assigned yardmasters who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other schedule agreements.

(d) The General Chairman on any individual railroad may by advising the carrier in writing by October 15, 1968 elect to preserve in its entirety an existing provision for rest day holiday pay in lieu of this Section 6.

ARTICLE III - CLASSIFICATION AND EVALUATION FUND

A classification and evaluation fund equivalent to \$10.00 per month multiplied by the number of regular advertised positions and regular advertised relief positions in existence on June 15, 1968 subject to the pay provisions of the collective bargaining agreement between the individual railroads and Railroad Yardmasters of America is hereby established. The number of dollars per month so determined shall constitute the number of dollars per month available for increasing rates of pay of positions as described in the succeeding paragraphs of this Article III.

The number of dollars per month per position to be credited to the fund is the same, whether yardmaster assignments are on a 5-day or on a 6-day basis. However, so that increases may be allocated to both regular positions and relief positions which receive the rate of the position relieved, the formula set forth below will be followed in charging the amounts of monthly increases against the fund:

A. On roads where yardmaster assignments are on a 5-day basis:

Positions filled 5 days a week - charge against the fund the amount of the monthly increase.

Positions filled 6 days a week - charge against the fund 1.2 times the amount of the monthly increase.

Positions filled 7 days a week - charge against the fund 1.4 times the amount of the monthly increase.

B. On roads where yardmaster assignments are on a 6-day basis:

Positions filled 5 or 6 days a week - charge against the fund the amount of the monthly increase.

Positions filled 7 days a week - charge against the fund 1.2 times the amount of the monthly increase.

The dollars per month available for allocation as determined by the preceding paragraphs shall be distributed by agreement between the carrier and the General Chairman in such manner as may be agreed upon to give recognition to differences in skills, responsibilities and training and to correct inequities. Such increased rates shall be effective on July 1, 1968 after application of the wage increase provided for in Article I, Section 1 of this agreement.

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 an employee passenger who is under the influence of alcohol or drugs who 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 of 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 November 1, 1968.

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 September 20, 1968

(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 November 1, 1968 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 October 13, 1968, elect to preserve in its entirety an existing agreement providing accident 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 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) No party to this Agreement shall serve, prior to September 1, 1969 (not to become effective before January 1, 1970), any notice 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) of this Article VI, and any pending notices relating to such subject matters are hereby withdrawn.

(c) During the term of this Agreement, pending notices covering subject matters not specifically dealt with in paragraphs (a) or (b) of this Article need not be withdrawn and new notices covering such subject matters may be served, and such pending or new notices 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.

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

SIGNED AT WASHINGTON, D. C., THIS 20TH DAY OF SEPTEMBER, 1968

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA, YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

J. H. Oram
Chairman
J. B. Fee
R. W. [unclear]
H. E. [unclear]

Joseph H. Thackorek
Chairman and President
Paul J. Culver
Reinhold Schmidt
Robert M. Sample
J. R. Grippings
E. J. [unclear]
C. E. Falconer

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

M. E. Parks
Chairman

C. A. Ball

J. C. McButts

M. L. Fann

W. L. Moore

Earl Oliver

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

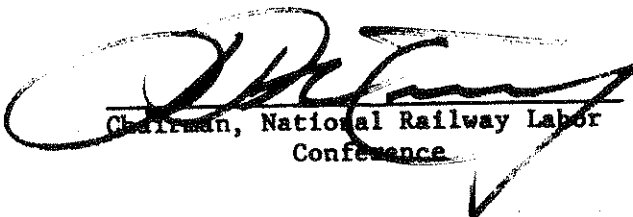
W. S. Macgill
Chairman

F. K. Day Jr.

G. S. Paul

W. S. Scholl

APPROVED:


Chairman, National Railway Labor
Conference

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W.

WASHINGTON, D. C. 20036

Telephone: (202) 659-9320

J. P. HILTZ, JR., *Chairman*

W. D. QUARLES, JR., *Vice Chairman*

W. S. MACGILL, *Chairman*
Southeastern Carriers' Conference Committee

J. W. ORAM, *Chairman*
Eastern Carriers' Conference Committee

M. E. PARKS, *Chairman*
Western Carriers' Conference Committee

JAMES A. WILCOX
General Counsel

H. E. GREER
Director of Research

J. F. GRIFFIN
Administrative Secretary

September 20, 1968

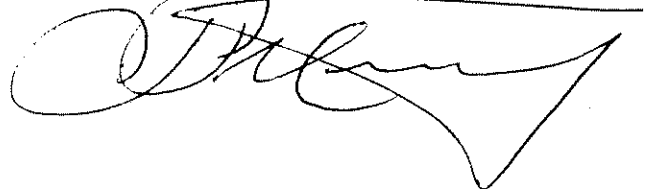
Mr. R. H. Wachowiak
Grand President
Chairman Executive Board
Railroad Yardmasters of America
537 South Dearborn Street
Chicago, Illinois 60605

Dear Mr. Wacowiak:

In reference to Article II - Holidays of the Agreement signed today, providing for one day's pay at the straight time rate for holidays falling on rest days or during the vacation period of regular assigned yardmasters:

This provision is retro-active to January 1, 1968, and in its retroactive application between that date and September 20, 1968, regular assigned yardmasters, who otherwise qualify, will not be deprived of holiday pay for holidays falling on rest days or during their vacation period if they voluntarily laid off on the first workday preceding or on the first day immediately following the holiday or the vacation period.

Yours very truly,



ACCEPTED:

Ralph H. Wachowiak

EASTERN RAILROADS

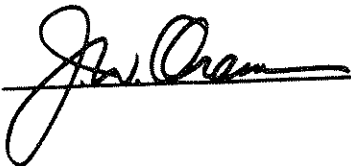
LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MARCH 1, 1968, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSALS CONTAINED IN APPENDIX "A" THERETO, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT MARCH 25, 1968 FOR CONCURRENT HANDLING THEREWITH.

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

Baltimore and Ohio Railroad Company, The
Baltimore and Ohio Chicago Terminal Railroad Company, The
Boston and Maine Corporation
Boston Terminal Corporation, The
Buffalo Creek Railroad
Chicago River and Indiana Railroad
Delaware & Hudson Railroad Corporation, The
Detroit and Toledo Shore Line Railroad Company, The
Detroit Terminal Railroad Company
Erie Lackawanna Railroad
Grand Trunk Western Railroad
Lehigh and New England Railway Company
Lehigh Valley Railroad
Monon Railroad
Norfolk and Western Railway Company (Lines of former New York,
Chicago and St. Louis Railroad Company and lines of former
Pittsburgh and West Virginia Railway Company)
(*) Penn Central Company
Pittsburgh and Lake Erie Railroad, including Lake Erie
and Eastern Railroad
Pittsburgh, Chartiers & Youghioghney Railway
Staten Island Rapid Transit Railway Company, The
Washington Terminal Company, The
Western Maryland Railway Company

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:





Washington, D. C.
September 19, 1968

(*) - Applies only to the former Pennsylvania Railroad portion of the Penn Central Company

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MARCH 1, 1968, 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 IN ACCORDANCE WITH THE PROPOSALS CONTAINED IN APPENDIX "A" THERETO, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT MARCH 25, 1968 FOR CONCURRENT HANDLING THEREWITH.

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

Alton and Southern Railway
Atchison, Topeka and Santa Fe Railway Company, The
Chicago and North Western Railway Company
(Including former Chicago Great Western Railway)
Chicago, Burlington and Quincy Railroad
Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Chicago Produce Terminal Company
Chicago, Rock Island and Pacific Railroad Company
Chicago, West Pullman and Southern Railroad Company
Davenport, Rock Island and North Western Railway Company
Denver and Rio Grande Western Railroad Company, The
Des Moines Union Railway Company
Duluth, Missabe and Iron Range Railway Company
Fort Worth and Denver Railway Company
Fort Worth Belt Railway Company
Galveston Wharves
Great Northern Railway Company
Houston Belt & Terminal Railway Company
Illinois Northern Railway
Kansas City Southern Railway Company, The
King Street Passenger Station
Lake Superior Terminal & Transfer Railway Company, The
Louisiana & Arkansas Railway Company
Minnesota Transfer Railway Company
Missouri-Kansas-Texas Railroad Company
Missouri Pacific Railroad Company
Norfolk and Western Railway (Lines formerly operated
by Wabash Railroad Company)
Northern Pacific Railway
Ogden Union Railway & Depot Company, The
Peoria and Pekin Union Railway Company
Port Terminal Railroad Association
St. Louis-San Francisco Railway Company (Except
NEO District)
Saint Paul Union Depot Company, The

Soo Line Railroad
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
Union Pacific Railroad
Union Terminal Company (Dallas), The
Western Pacific Railroad Company, The

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:

M. E. Parks

Ralph H. Harkness

Washington, D. C.
September 19, 1968

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MARCH 1, 1968, 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 IN ACCORDANCE WITH THE PROPOSALS CONTAINED IN APPENDIX "A" THERETO, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT MARCH 25, 1968 FOR CONCURRENT HANDLING THEREWITH.

This authorization is limited in coverage to those classes of employees, the rates of pay and working conditions of which are covered by the current schedule agreements under which such classes of employees are represented by the Railroad Yardmasters of America, and on behalf of which and on which classes such notices were submitted.

Central of Georgia Railway

Clinchfield Railroad Company

Gulf, Mobile and Ohio Railroad Company

Jacksonville Terminal Company

Kentucky and Indiana Terminal Railroad

Louisville & Nashville Railroad Company

New Orleans Public Belt Railroad

Norfolk and Western Railway Company
(Atlantic and Pocahontas Regions)

Norfolk Southern Railway

Southern Railway Company

Alabama Great Southern Railroad Company

Cincinnati, New Orleans & Texas Pacific Railway Company

Georgia Southern & Florida Railway Company

New Orleans & Northeastern Railroad Company

New Orleans Terminal Company

Western Railway of Alabama

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:

W. S. Maxwell

Joseph H. Friedman

Washington, D. C.
September 19, 1968