

MEDIATION AGREEMENT

THIS AGREEMENT, made this 21st day of September, 1978, 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 HEREBY AGREED:

ARTICLE I - SCOPE AND EMPLOYEES AFFECTED

Existing scope rules shall be amended by the addition of the following:

The duties and responsibilities of a yardmaster include:

(a) Supervision over employees directly engaged in the switching, blocking, classifying and handling of cars and trains and duties directly incidental thereto that are required of the yardmaster in a territory as designated by the carrier.

(b) Such other duties as assigned by the carrier.

ARTICLE II - GENERAL PROVISIONS

A - Court Approval

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

B - Effect of this Agreement

This Agreement is in settlement of the pending scope rule notices served upon the carriers listed in Exhibit A by the Railroad Yardmasters of America. It 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 changed or modified in accordance with the provisions of the Railway Labor Act, as amended, provided, however, the parties to this Agreement shall not serve nor progress prior to January 1, 1981, not to become effective before April 1, 1981 any notices or proposals related to the subject matter of the notices settled by this Agreement.

The effective date of this Agreement shall be October 15, 1978.

SIGNED AT WASHINGTON, D. C. THIS 21st DAY OF *September*, 1978.

FOR THE PARTICIPATING CARRIERS  
LISTED IN EXHIBIT A:

C. L. Hopkins  
Chairman

FOR THE EMPLOYEES REPRESENTED BY  
THE RAILROAD YARDMASTERS OF AMERICA:

A. T. [Signature]

FOR THE PARTICIPATING CARRIERS  
LISTED IN EXHIBIT A: (cont'd.)

FOR THE EMPLOYEES REPRESENTED BY  
THE RAILROAD YARDMASTERS OF AMERICA:  
(cont'd.)

C. H. Burch

R. J. Culver

A. E. Eggers

N. A. Erdody

J. L. Etteman

B. F. O'Leary

D. L. Jan.

W. S. Ruck

D. H. Palmer

J. C. Thomas

C. E. Mervine

H. P. Jones

G. S. Paul

R. W. Barry

L. W. Loan

M. A. Tauscher

Robert E. Vinton

Witness:

David H. Stone  
Chairman, National Mediation Board

# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE 202 362-7200

CHARLES I. HOPKINS, Jr.  
Chairman

ROBERT BROWN  
Vice Chairman

D. P. LEE  
General Counsel

J. F. GRIFFIN  
Director of Labor Relations

September 21, 1978

Mr. A. T. Otto, Jr.  
President  
Railroad Yardmasters of America  
Schoch Building Room 201-202  
1411 Peterson Avenue  
Park Ridge, Illinois 60068

Dear Mr. Otto:

This letter confirms our understanding that Article I - Scope and Employees affected - of the National Agreement dated September 21, 1978, covering employees represented by the Railroad Yardmasters of America and the Carriers signatory hereto shall be subject to the following:

1. The purpose of this Agreement is to enumerate the principal duties customarily and traditionally performed by the craft of yardmasters.
2. In the application of this Agreement it is not intended to eliminate any existing rights of the respective parties under the applicable collective agreement.

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

Yours very truly,

*C. I. Hopkins*  
C. I. Hopkins, Jr.

I concur:

*A. T. Otto, Jr.*