

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

This Agreement made this 2nd day of February, 1973 by and between the carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee and the employees represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED

In the event a carrier decides to abolish a yardmaster position covered by the rules of a collective agreement between the Railroad Yardmasters of America and a carrier party hereto, such carrier shall notify the general chairman thereof by telephone (confirmed in writing) or telegram not less than ten calendar days prior to the effective date of abolishment. If requested by the general chairman, the representative of the carrier and the general chairman or his representative shall meet for the purpose of discussing such abolishment.

Nothing in this Agreement shall affect existing rights of either party in connection with abolishing yardmaster positions.

The parties signatory to this Agreement will establish within 60 days of the date of this Agreement a Standing Committee consisting of two partisan members representing the Carriers, and two partisan members representing the Organization, to consider the matter of duties and responsibilities of yardmasters. The Standing Committee, shall determine the procedures under which it will operate, with the understanding such procedures will not include arbitration unless agreed upon by the partisan members of the Standing Committee. The life of the Standing Committee shall extend over the term of this Agreement, at which time it will be terminated unless continued by mutual agreement of the partisan members. The Standing Committee may be terminated at any time by mutual agreement of the partisan members.

This Agreement is in settlement of the dispute growing out of notice served upon the carriers listed in Exhibit A by the Railroad Yardmasters of America on or about September 10, 1971 and the proposal served by the carriers for concurrent handling therewith. 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 July 1, 1974 (not to become effective before January 1, 1975) any notice or proposal related to the subject matter of the notice settled by this Agreement, or related to the subject matter of the notice served by the Organization dated September 27, 1971 relating to the abolishment of yardmaster positions.

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

SIGNED AT WASHINGTON, D.C. THIS 2nd DAY OF FEBRUARY, 1973

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

William H. Simpson
Chairman

C. A. Ball

F. K. Day, Jr.

T. C. De Butts

G. L. Farr

J. R. Jones

J. J. Maher

C. E. Newine, Jr.

Earl Alimen

H. S. Paul

Don Seaton, Jr.

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA:

A. V. [Signature]
Chairman and President

R. J. Culun

Reinhold Schmidt

N. A. Erdody

A. F. O'Seara

W. S. Rusk

T. E. Kilmer

J. E. Wasbey

[Signature]

Witness:

[Signature]
Member, National Mediation Board

NATIONAL RAILWAY LABOR CONFERENCE

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

WILLIAM H. DEMPSEY, Chairman M. E. PARKS, Vice Chairman
H. E. GREER, Director of Research J. F. GRIFFIN, Administrative Secretary D. P. LEE, General Counsel

February 2, 1973

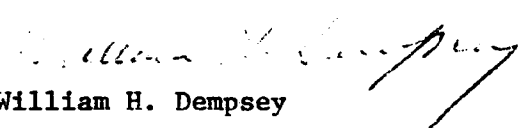
Mr. A. T. Otto
President
Railroad Yardmasters of
America
Rooms 201-202 Schoch Building
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Mr. Otto:

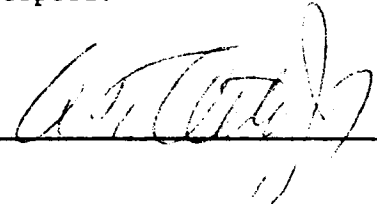
This letter confirms our understanding that Article V - Force Reduction Rule - of the National Agreement dated April 23, 1971 covering employees represented by the Railroad Yardmasters of America is not affected by the terms of the National RYA Agreement of this date and continues in effect.

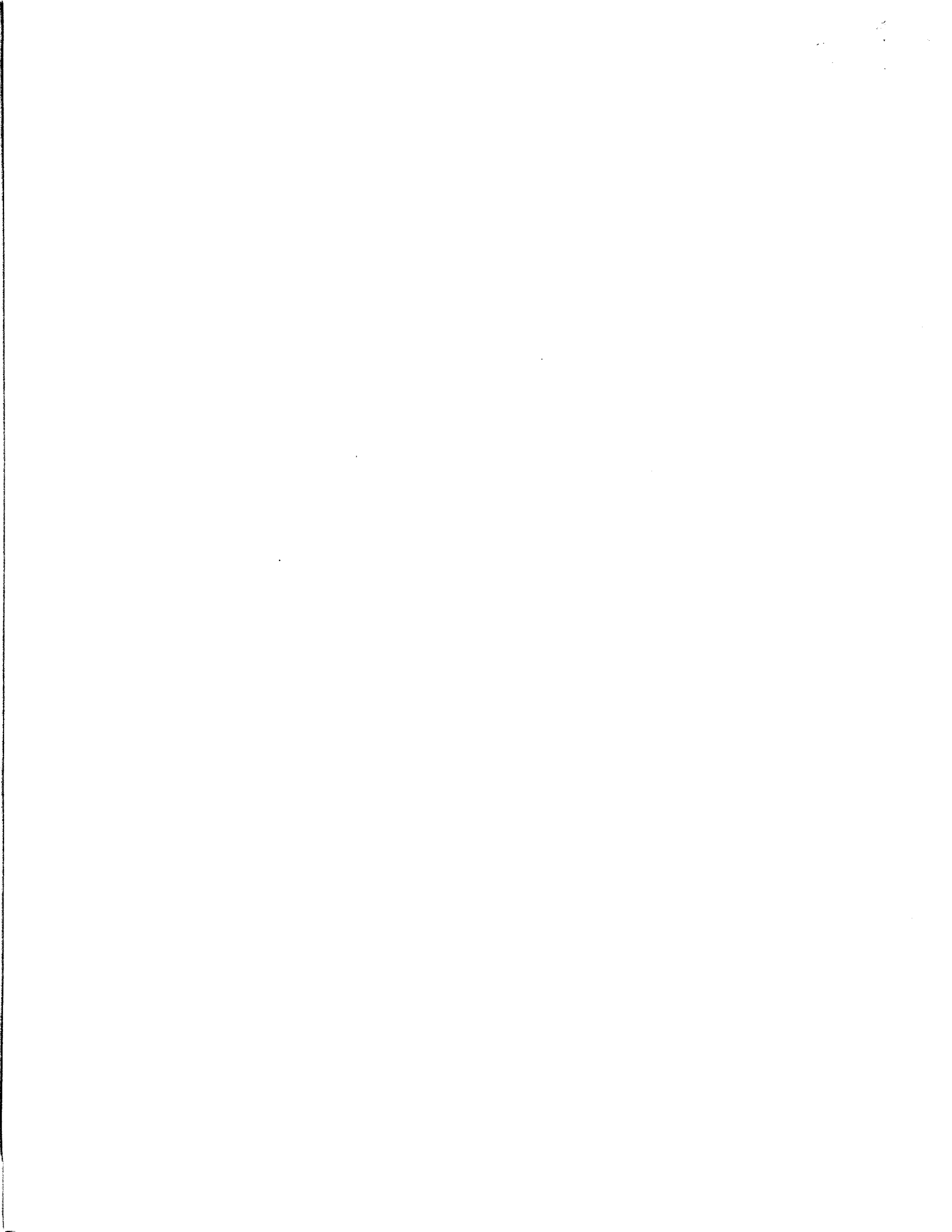
Will you please confirm your acceptance of this understanding by affixing your signature in the space provided therefor below.

Yours very truly,


William H. Dempsey

Accepted:





RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 10, 1971, SERVED BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, REQUESTING AN AGREEMENT PROVISION SPECIFYING THE DUTIES AND RESPONSIBILITIES OF YARDMASTER POSITIONS AS SET FORTH IN ATTACHMENT "A" THERETO, AND NOTICE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

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
*Boston and Maine Corporation
Boston Terminal Corporation
Burlington Northern, Inc.
Central of Georgia Railroad
*Central Railroad Company of New Jersey
Chesapeake and Ohio Railway
Chicago and North Western Transportation Company, excluding
former Litchfield and Madison Railway
Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Produce Terminal Company
Chicago River and Indiana Railroad
Chicago, Rock Island and Pacific Railroad
Chicago, West Pullman and Southern Railroad
Clinchfield Railroad
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
1: Detroit and Toledo Shore Line Railroad
Detroit Terminal Railroad
Duluth, Missabe and Iron Range Railway
Duluth, Winnipeg and Pacific Railway
*Erie Lackawanna Railway
Fort Worth and Denver Railway
Grand Trunk Western Railroad
Illinois Northern Railway
Indiana Harbor Belt Railroad
Kansas City Southern Railway
Kentucky and Indiana Terminal Railroad
Lake Superior Terminal and Transfer Railway
Lehigh and New England Railway
*Lehigh Valley Railroad
Louisiana and Arkansas Railway
2: Louisville and Nashville Railroad
Minnesota Transfer Railway
Missouri-Kansas-Texas Railroad
Missouri Pacific Railroad, including Memphis Terminal
Monongahela Railway
New Orleans Public Belt Railroad

RYA Notice dated September 10, 1971

New Orleans Union Passenger Terminal
 Norfolk and Western Railway (Except Original N&W)
 Norfolk Southern Railway
 Ogden Union Railway and Depot Company
 *Penn Central Transportation Company
 Peoria and Pekin Union Railway
 Pittsburgh and Lake Erie Railroad, The Lake Erie and
 Eastern Railroad
 Portland Terminal Railroad Company
 Richmond, Fredericksburg and Potomac Railroad, including
 Potomac Yard
 St. Louis-San Francisco Railway (Except AT&N and NEO
 Districts)
 Saint Paul Union Depot Company
 Seaboard Coast Line Railroad
 Soo Line Railroad
 Southern Railway
 Alabama Great Southern Railroad
 Cincinnati, New Orleans and 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
 Fort Worth Belt 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

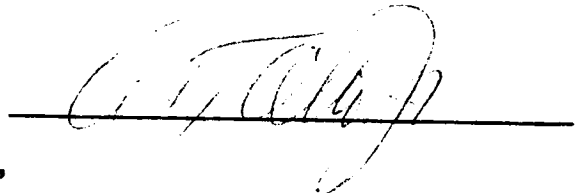
NOTES: -

- * - Subject to the approval of the Courts.
- 1 - Notice served by the Organization on the Carrier dated November 20, 1971.
- 2 - Authorization covers Yardmasters on the L&N, NC&StL and Monon Districts but does not cover Yardmasters on the C&EI District.

FOR THE CARRIERS:



FOR THE
RAILROAD YARDMASTERS OF AMERICA:



Washington, D. C.,
February 2, 1973