

RAILROAD YARDMASTERS OF AMERICA
SUPPLEMENTAL LIFE INSURANCE AGREEMENT

THIS AGREEMENT, made this 29th day of November, 1979, 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 of such carriers shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

1. Establishment of Supplemental Life Insurance Plan. The railroad parties hereto will cooperate in the establishment of a Supplemental Life Insurance Plan (hereinafter referred to as this Plan) by the Railroad Yardmasters of America to be effective November 1, 1979, to cover Yardmasters, subject to the following benefit provisions, qualifying conditions, and administrative arrangements.

2. Provision of Benefits. Benefits will be provided under an insurance contract (hereinafter referred to as the Insurance Contract) issued to the Railroad Yardmasters of America as policyholder. The Insurance Contract will conform to the provisions of this Agreement.

3. Coverage. Coverage of the Insurance Contract will be confined to regularly assigned Yardmasters. As used herein, "Yardmasters" are employees covered by schedule agreements held by the Railroad Yardmasters of America on participating railroads. For purposes of this Agreement only the term "regularly assigned Yardmaster" includes Yardmasters assigned to regular relief assignments and Yardmasters assigned to extra lists performing service exclusively in the Yardmaster craft, in addition to Yardmasters holding regular assignments.

4. Benefits. The specific benefits will be determined by the provisions of the Insurance Contract referred to in Paragraph 2.

5. Insurance Contract. The National Carriers' Conference Committee may review the Insurance Contract prior to its issuance, and may reject it if it fails to comply with the provisions of this Agreement, in which event effectuation of the provisions hereof for reductions in Yardmasters' pay and remittance of payments will be deferred pending other arrangements which the Railroad Yardmasters of America may work out which will comply with the provisions of this Agreement. Such Insurance Contract will not be amended except as the National Carriers' Conference Committee may upon review consent to the amendment.

6. Reductions in Yardmasters' Pay, and Payment of Insurance Premiums.

(a) Without affecting overtime rates or other rates payable for service not covered by monthly or daily rates, a reduction of \$5.00 will be made each month during the effectiveness of the Insurance Contract, commencing with the month of January, 1980, in the pay of each "regularly assigned Yardmaster" as that term is used in Paragraph 3 above who rendered service or received pay as Yardmaster on any day of his employing railroad's first payroll period starting in such month, provided in each case such "regularly assigned Yardmaster's" pay in such payroll period exceeded by at least \$5.00 all legally required payments (including payroll deductions for union dues or other authorized payroll deductions). The employing railroad will forward that amount to the insurer as provided in Paragraph 6(e). In case of change in the insurance premium rate, the amount of the pay reduction will be changed following notice from the Railroad Yardmasters of America to the National Railway Labor Conference; such a change will not be made more frequently than once a year.

(b) The limitation to assigned Yardmasters of pay reductions and the remittances provided for in Paragraphs 6(a) and 6(e) will not preclude such reductions and remittances with respect to Yardmasters who are receiving benefits under merger protection agreements, statutes, or orders of regulatory authorities.

(c) In the event that the provisions of this Paragraph 6 which relate to reductions in the pay of Yardmasters should be challenged as improper before any court or tribunal, the Railroad Yardmasters of America will promptly intervene and defend in the proceedings. The Railroad Yardmasters of America will indemnify and hold harmless the railroad or railroads concerned from any claims, damages, costs, or other expenses incurred in or as a result of such proceedings. At the request of any railroad or railroads involved, the Railroad Yardmasters of America will furnish a good and sufficient indemnity bond to cover such indemnification. In event of failure to furnish such an indemnity bond on request, the provisions of this Agreement for reductions in Yardmasters' pay and remittances to the insurer will be suspended pending determination by the courts of the legality of such provisions.

(d) The railroads will not make any contributions toward the cost of financing the Yardmasters' Supplemental Life Insurance Plan.

(e) The first payment to the insurer will be made as provided in Paragraph 6(a) in relation to covered Yardmasters who will have been regularly assigned Yardmasters in January, 1980, and will be payable by the end of February, 1980. A payment will be made as so provided each calendar month thereafter during the effectiveness of the Insurance Contract in relation to covered employees who will have been regularly assigned Yardmasters on any day in the first payroll period starting in the respective preceding month; each

payment will be payable by the end of the calendar month involved. A grace period of 31 days is to be provided for every payment after the first. Each payment remittance will be accompanied by a list of Yardmasters whose pay has been reduced in the month involved under Paragraph 6(a), and a copy of each such list will be furnished to the President of the Railroad Yardmasters of America and to the General Chairman of its Yardmasters.

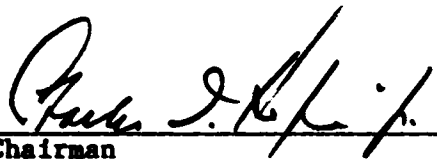
(f) Although the pay of Yardmasters will be adjusted as provided in Paragraph 6(a), as an aid in administration of the Plan, prior to December 1, 1979, the President of the Railroad Yardmasters of America will furnish each railroad party to this Agreement a list of those who according to its records held regular assignments as Yardmaster as of a date indicated on the list.

(g) A regularly assigned Yardmaster who does not render service as Yardmaster on any day in the first payroll period starting in a month but is a regularly assigned Yardmaster on some other day in such calendar month, or who is a regularly assigned Yardmaster in such first payroll period but whose earnings were not sufficient to require a pay reduction under Paragraph 6(a), may remit his premium direct to the insurer, as may be provided by the Insurance Contract, accompanied by the employing officer's certificate or statement to the effect that he held a regular Yardmaster assignment in such month, which certificate or statement will be furnished on request. No railroad shall have any liability with respect to any such Yardmaster who does not so remit his premium.

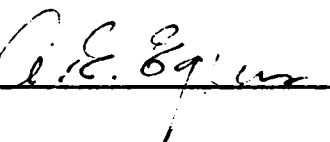
7. Court Approval. This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

SIGNED AT WASHINGTON, D. C. THIS 29th DAY OF November 1979.

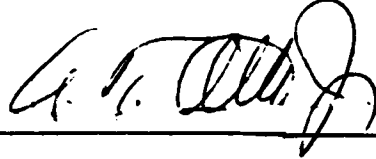
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

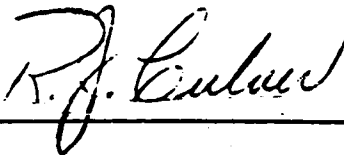

Chairman





FOR THE EMPLOYEES REPRESENTED BY
THE RAILROAD YARDMASTERS OF AMERICA:







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

F. L. Elterman

W. H. Grew

P. Gordon

C. E. Mearns, Jr.

Sam S. Paul

L. H. Sloan

R. E. Swert

Robert E. Tilton

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

R. F. O'Leary

W. S. Rusk

J. C. Thayer

T. P. Jones

R. W. Berry

M. A. Tarsch

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN NEGOTIATION OF AN AGREEMENT WITH THE RAILROAD YARDMASTERS OF AMERICA REGARDING THE ESTABLISHMENT OF A SUPPLEMENTAL LIFE INSURANCE PLAN BY THE ORGANIZATION TO COVER YARDMASTERS

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

Alton & Southern Railway Company
Atchison, Topeka and Santa Fe Railway Company
Burlington Northern Inc.
Camas Prairie Railroad Company
Central of Georgia Railroad Company

THE CHESSIE SYSTEM:

Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Chesapeake and Ohio Railway Company
Staten Island Railroad Corporation
Western Maryland Railway Company
Chicago and North Western Transportation Company
*-Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Chicago, West Pullman & Southern Railroad Company
Consolidated Rail Corporation
Davenport, Rock Island and North Western Railway Company
Delaware and Hudson Railway Company
Denver and Rio Grande Western Railroad Company
Des Moines Union Railway Company
Detroit and Toledo Shore Line Railroad Company
Detroit Terminal Railroad Company
Duluth, Winnipeg & Pacific Railway Company

THE FAMILY LINES SYSTEM:

Seaboard Coast Line Railroad Company
Louisville and Nashville Railroad Company
Clinchfield Railroad Company
Atlanta Joint Terminals
Western Railway of Alabama
Fort Worth and Denver Railway Company
Galveston Wharves
Grand Trunk Western Railroad Company
Houston Belt and Terminal Railroad Company
Illinois Central Gulf Railroad
Indiana Harbor Belt Railroad Company
1-Kansas City Southern Railway Company
Kentucky & Indiana Terminal Railroad Company
Lake Superior Terminal and Transfer Railway Company
Los Angeles Junction Railway Company
Louisiana & Arkansas Railway Company
Minnesota Transfer Railway Company
Missouri-Kansas-Texas Railroad Company
2-Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Public Belt Railroad
Norfolk and Western Railway Company
Ogden Union Railway and Depot Company
Peoria and Pekin Union Railway Company
Pittsburgh & Lake Erie Railroad Company

Pittsburgh, Chartiers & Youghiogheny Railway Company
Portland Terminal Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
St. Louis-San Francisco Railway Company
Soo Line Railroad Company
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railroad Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
Norfolk Southern Railway Company
Terminal Railroad Association of St. Louis
Union Pacific Railroad Company
Washington Terminal Company
Western Pacific Railroad Company

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NOTES:

- * - Subject to the approval of the Courts.
- 1 - Includes the Milwaukee-Kansas City Southern Joint Agency.
- 2 - Includes the former Texas and Pacific Railway Company

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FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:

Frank J. Kelly

N.A. Erdosy

Washington, D. C.,
November 13, 1979

Supplement No. 1
to
EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN NEGOTIATION OF AN AGREEMENT WITH THE RAILROAD YARDMASTERS OF AMERICA REGARDING THE ESTABLISHMENT OF A SUPPLEMENTAL LIFE INSURANCE PLAN BY THE ORGANIZATION TO COVER YARDMASTERS

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

*-Chicago, Rock Island and Pacific Railroad Company

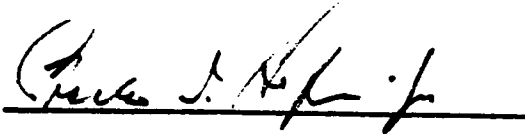
Kansas City Terminal Railway Company as directed rail carrier over the Chicago, Rock Island and Pacific Railroad Company

NOTES:

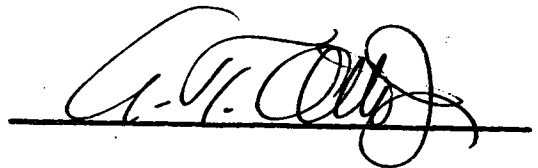
* - Subject to the approval of the Courts.

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FOR THE CARRIERS:



FOR THE
RAILROAD YARDMASTERS OF AMERICA:



Washington, D. C.,
January 15, 1980

Supplement No. 2
to
EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN NEGOTIATION OF AN AGREEMENT WITH THE RAILROAD YARDMASTERS OF AMERICA REGARDING THE ESTABLISHMENT OF A SUPPLEMENTAL LIFE INSURANCE PLAN BY THE ORGANIZATION TO COVER YARDMASTERS

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*-Boston and Maine Corporation

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NOTES:

* - Subject to the approval of the Courts.

FOR THE CARRIERS:



FOR THE
RAILROAD YARDMASTERS OF AMERICA:



Washington, D. C.,
March 12, 1980