

NOTE: The following is only a partial reproduction of the National Agreement of January 27, 1972.

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

THIS AGREEMENT, made this 27th day of January 1972, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE V - JURY DUTY

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations.

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973.

ARTICLE VI - SWITCHING LIMITS

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1. Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2. Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules required that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VII - INTERCHANGE

Section 1. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

Section 2. If road crews referred to in Section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

ARTICLE IX - ROAD-YARD MOVEMENTS

Section 1. Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: One straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars, provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Section 2. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employees hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

ARTICLE XI - EXPENSES AWAY FROM HOME

Section 1. Effective on the date of this Agreement, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Section 2. Effective 15 days after the date of this Agreement the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

ARTICLE XIII - PROTECTION OF EMPLOYES

The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article VII - Interchange,

Article IX - Road-Yard Movements, and Article XII - Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

Section 1. Definitions.

Wherever used in this Article, unless the context requires otherwise:

- (a) "Implementation" means the application and implementation of the provisions of Article VII - Interchange, Article IX - Road-Yard Movements, or Article XII - Interdivisional Service of this Agreement.
- (b) "Displaced Employee" means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.
- (c) "Dismissed Employee" means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.
- (d) "Protective Period" for employees covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.
- (e) "Protective Period" for employees covered by Section 2(b) of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

Section 2. Coverage.

(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

- (1) Employees adversely affected directly or indirectly by an implementation of Article XII - Interdivisional Service.
- (2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an implementation of the reciprocal interchange provisions of Section 5 of Article VII - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the implementation.)
- (3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII - Interchange.
- (4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII - Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX - Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a)(4) of this Section and the foregoing.

Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continues during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowance paid thereafter). Such allowance shall also be adjusted

to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance. A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

Section 6. Fringe Benefits. No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 7. Seasonal Fluctuations and Declines in Business.

(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case

of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

Section 9. Any Displaced Employee required to change his residence because of the Implementation of Article III - Inter-divisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Section 10. If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

SIGNED AT WASHINGTON, D. C., THIS 27TH DAY OF JANUARY, 1972.

Signatures not reproduced.

NATIONAL RAILWAY LABOR CONFERENCE

1225 Connecticut Avenue, N. W., Washington, D. C.

January 27, 1972

Mr. Al H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

This has reference to Article XI - Expenses Away From Home - of the Agreement signed today.

It is understood that if an extra man used to fill a vacancy at an outlying point, who comes within the operation of Article XI, after completing a tour of duty is held over for a second tour of duty which is to commence more than four hours after the completion of his first tour of duty, he will be provided lodging or an allowance in lieu thereof under Article II, Section 1 of the June 25, 1964 Agreement. He will continue to be provided such lodging or allowances (but not more than one such allowance for each 24-hour period at the outlying point) if he is thereafter so held over for one or more subsequent tours of duty.

Yours very truly,

/s/ William H. Dempsey

ACCEPTED:

/s/ Al H. Chesser

ITEM 13(b) Cont'd

NATIONAL RAILWAY LABOR CONFERENCE
1225 Connecticut Avenue, N. W., Washington, D. C.

January 27, 1972

Mr. A. H. Chesser, President
United Transportation Union
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Chesser:

It is understood and agreed that Article X of the Agreement of January 27, 1972, Combining Road and Yard Seniority, requires implementing agreements on the individual railroads.

Yours very truly,

/s/ William H. Dempsey

Chairman