MEDIATION AGREEMENT

This Agreement, made this 19th day of March, 1969, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the United Transportation Union (formerly represented by the Order of Railway Conductors and Brakemen), witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - CAR SCALE ADDITIVES FOR BRAKEMEN AND FLAGMEN IN FREIGHT SERVICE

(a) Effective January 1, 1968 the car scale additives for brakemen and flagmen in freight service shall be increased by the following amounts:

	Per Basic Day	Per Mile for Miles in Excess of 100
Less than 81 cars	$ .15	.15¢
81 cars and over	.45	.45

(b) Effective January 1, 1968 the increase in rates of pay provided for in this Article will result in the following standard basic daily and mileage rates for brakemen and flagmen in freight service:

Standard Basic Rates of Pay, All Territories - As of January 1, 1968:

	Daily rate	Mileage rate for Miles in excess of 100
Through Freight Brakemen and Flagmen		
Basic Rates	$21.08	18.45¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$21.43	18.80¢
81 to 105 cars	22.08	19.45
106 to 125 cars	22.48	19.85
126 to 145 cars	22.73	20.10
146 to 165 cars	22.83	20.20
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Brakemen and Flagmen		
Basic Rates	$21.51	18.88¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$21.86	19.23¢
81 to 105 cars	22.51	19.88
106 to 125 cars	22.91	20.28
126 to 145 cars	23.16	20.53
146 to 165 cars	23.26	20.63
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

ARTICLE II - WAGE INCREASES

Section 1 - First General Wage Increase

(a) Effective July 1, 1968 all standard basic daily rates of pay in effect June 30, 1968 shall be increased by 5.0%, plus 2¢ (1¢ for passenger brakemen and flagmen) for employees other than conductors. The local freight differential shall be maintained.

(b) Effective July 1, 1968 all standard mileage rates of pay in effect June 30, 1968 shall be increased by 3.5%. The local freight differential shall be maintained.

(c) Effective July 1, 1968, after application of the increase provided for in paragraph (a) above, standard basic daily rates of pay of conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increased by an additional $.40.

(d) Effective July 1, 1968 the increases in rates of pay provided for in paragraphs (a) and (b) of this Section will result in the following standard basic daily and mileage rates of pay:

Standard Basic Rates of Pay, All Territories - As of July 1, 1968:

	Daily rate	Mileage rate for Miles in excess of 150
Passenger Conductors	$25.38	14.52¢
Assistant Conductors and Ticket Collectors in Passenger Service	23.18	13.36
Passenger Brakemen and Flagmen	22.21	12.76
Train Baggagemen	22.41	12.89

Standard Basic Rates of Pay, All Territories - As of July 1, 1968: (cont'd)

	Daily rate	Mileage rate for Miles in excess of 100
Through Freight Conductors		
Basic Rates	$24.51	20.98¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$24.86	21.33¢
81 to 105 cars	25.51	21.98
106 to 125 cars	25.91	22.38
126 to 145 cars	26.16	22.63
146 to 165 cars	26.26	22.73
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

	Daily rate	Mileage rate for Miles in excess of 100
Through Freight Brakemen and Flagmen		
Basic Rates	$22.15	19.10¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$22.50	19.45¢
81 to 105 cars	23.15	20.10
106 to 125 cars	23.55	20.50
126 to 145 cars	23.80	20.75
146 to 165 cars	23.90	20.85
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Standard Basic Rates of Pay, All Territories - As of July 1, 1968 (cont'd):

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Conductors		
Basic Rates	$25.07	21.54¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$25.42	21.89¢
81 to 105 cars	26.07	22.54
106 to 125 cars	26.47	22.94
126 to 145 cars	26.72	23.19
146 to 165 cars	26.82	23.29
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Brakemen and Flagmen		
Basic Rates	$22.58	19.53¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$22.93	19.88¢
81 to 105 cars	23.58	20.53
106 to 125 cars	23.98	20.93
126 to 145 cars	24.23	21.18
146 to 165 cars	24.33	21.28
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Section 2 - Second General Wage Increase

(a) Effective January 1, 1969 all standard basic daily and mileage rates of pay in effect December 31, 1968 shall be increased by 2.0%. The local freight differential shall be maintained.

(b) Effective January 1, 1969 the increase in rates of pay provided for in paragraph (a) of this Section will result in the following standard basic daily and mileage rates of pay:

Standard Basic Rates of Pay, All Territories - As of January 1, 1969:

	Daily rate	Mileage rate for Miles in excess of 150
Passenger Conductors	$25.89	14.81¢
Assistant Conductors and Ticket Collectors in Passenger Service	23.64	13.63
Passenger Brakemen and Flagmen	22.65	13.02
Train Baggagemen	22.86	13.15

	Daily rate	Mileage rate for Miles in excess of 100
Through Freight Conductors		
Basic Rates	$25.00	21.40¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$25.35	21.75¢
81 to 105 cars	26.00	22.40
106 to 125 cars	26.40	22.80
126 to 145 cars	26.65	23.05
146 to 165 cars	26.75	23.15
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Standard Basic Rates of Pay, All Territories - As of January 1, 1969 (Continued):

	Daily rate	Mileage rate for Miles in excess of 100
Through Freight Brakemen and Flagmen		
Basic Rates	$22.59	19.48¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$22.94	19.83¢
81 to 105 cars	23.59	20.48
106 to 125 cars	23.99	20.88
126 to 145 cars	24.24	21.13
146 to 165 cars	24.34	21.23
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Conductors		
Basic Rates	$25.56	21.96¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$25.91	22.31¢
81 to 105 cars	26.56	22.96
106 to 125 cars	26.96	23.36
126 to 145 cars	27.21	23.61
146 to 165 cars	27.31	23.71
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Standard Basic Rates of Pay, All Territories - As of January 1, 1969 (Continued):

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Brakemen and Flagmen		
Basic Rates	$23.02	19.91¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$23.37	20.26¢
81 to 105 cars	24.02	20.91
106 to 125 cars	24.42	21.31
126 to 145 cars	24.67	21.56
146 to 165 cars	24.77	21.66
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Section 3 - Third General Wage Increase

Effective July 1, 1969 all standard basic daily and mileage rates of pay in effect June 30, 1969 shall be increased by 3.0%. The local freight differential shall be maintained.

Section 4 - Special Adjustment for Road Conductors

(a) Effective July 1, 1969, after application of all the general wage increases provided for above, all standard basic daily and mileage rates of pay of conductors in road service shall be adjusted by an additional 1.0% plus 32¢ per basic day. The local freight differential shall be maintained.

(b) Effective July 1, 1969 the increases in rates of pay provided for in Section 3 and paragraph (a) of this Section will result in the following standard basic daily and mileage rates of pay:

Standard Basic Rates of Pay, All Territories - As of July 1, 1969:

	Daily rate	Mileage rate for Miles in excess of 150
Passenger Conductors	$27.26	15.72¢
Assistant Conductors and Ticket Collectors in Passenger Service	24.35	14.04
Passenger Brakemen and Flagmen	23.33	13.41
Train Baggagemen	23.55	13.54

	Daily rate	Mileage rate For Miles in excess of 100
Through Freight Conductors		
Basic Rates	$26.33	22.58¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$26.68	22.93¢
81 to 105 cars	27.33	23.58
106 to 125 cars	27.73	23.98
126 to 145 cars	27.98	24.23
146 to 165 cars	28.08	24.33
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Standard Basic Rates of Pay, All Territories - As of July 1, 1969 (cont'd):

	Daily rate	Mileage rate for Miles in excess of 100
Through Freight Brakemen and Flagmen		
Basic Rates	$23.27	20.06¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$23.62	20.41¢
81 to 105 cars	24.27	21.06
106 to 125 cars	24.67	21.46
126 to 145 cars	24.92	21.71
146 to 165 cars	25.02	21.81
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Conductors		
Basic Rates	$26.89	23.14¢
Rates including car scale additives provided by the Agreement of May 26, 1955, as amended:		
Less than 81 cars	$27.24	23.49¢
81 to 105 cars	27.89	24.14
106 to 125 cars	28.29	24.54
126 to 145 cars	28.54	24.79
146 to 165 cars	28.64	24.89
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Standard Basic Rates of Pay, All Territories - As of July 1, 1969 (cont'd):

	Daily rate	Mileage rate for Miles in excess of 100
Local Freight Brakemen and Flagmen		
Basic Rates	$23.70	20.49¢
Rates including car scale additives provided by the Agreement of May 26, 1955 as amended:		
Less than 81 cars	$24.05	20.84¢
81 to 105 cars	24.70	21.49
106 to 125 cars	25.10	21.89
126 to 145 cars	25.35	22.14
146 to 165 cars	25.45	22.24
166 cars and over	*	**

* Add 20¢ for each additional block of 20 cars or portion thereof.
** Add 0.20¢ for each additional block of 20 cars or portion thereof.

Section 5 - Application of Wage Increases

In application of the increases provided for in this Article --

(a) Arbitraries, miscellaneous rates or special allowances, including those expressed in terms of miles, as provided in the schedules or wage agreements shall be increased under this Agreement in the same manner as heretofore increased under previous wage agreements.

(b) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(c) Daily earnings minima shall be increased by the amount of the respective daily increases. The minimum daily earnings established by Article II(b) of the Agreement of December 21, 1955, shall be as follows:

Effective	Conductors	Brakemen
July 1, 1968	$25.77	$23.28
January 1, 1969	26.26	23.72
July 1, 1969	27.59	24.40

(d) Standard monthly rates and money monthly guarantees in passenger service shall be thirty times the new standard daily rates. Other than standard monthly rates and money monthly guarantees shall be so adjusted that differentials existing as of June 30, 1968 shall be preserved.

(e) Existing monthly rates and money monthly guarantees applicable in other than passenger service will be increased in the same proportion as the daily rate for the class of service involved is increased.

(f) Existing money differentials above existing standard daily rates shall be maintained.

(g) In computing the increased rates of pay effective January 1, 1969 under Section 2 for conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional $.40" effective July 1, 1968 under Section 1(c), the basic daily rates, exclusive of the local freight differential and any other money differential above existing standard daily rates but including the $.40 increase under Section 1(c), in effect for such employees December 31, 1968 shall be increased by 2.0%. The same procedure shall be followed in applying the increase of 3.0% effective July 1, 1969 under Section 3 and, for conductors, the special adjustment of 1.0% plus 32¢ basic day under Section 4.

(h) Other-than-standard rates:

(i) Existing basic daily and mileage rates of pay other than standard shall be increased, effective as of the effective dates specified in Sections 1, 2, 3 and 4 hereof, by the same respective percentages and amounts as set forth therein. Existing money differentials between through freight rates and local freight rates shall be maintained.

(ii) Effective July 1, 1968, after application of the increase effective that date provided for in Sub-paragraph (h)(i) above, basic daily rates of pay, other than standard, of conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increased by an additional $.40.

(iii) Basic daily rates of pay, other than standard, of conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increased effective January 1, 1969 by 2.0%, and effective July 1, 1969 by 3.0% and for conductors an additional 1.0% plus 32¢ per basic day, computed and applied in the same manner as provided in paragraph (g) above.

ARTICLE III - VACATIONS

Insofar as applicable to employees parties to this Agreement, the vacation agreement dated April 29, 1949, as amended, is further amended by substituting the following revised portions of paragraphs (b) and (g) for the corresponding paragraphs in amended Section 1 contained in the Agreement of August 25, 1967:

(b) Effective January 1, 1968 (July 1, 1968 with respect to conductors), each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

(g) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), and sixteen hundred (1600) basic days under Section 1(c), and thirty-two hundred (3200) basic days under Section 1(d).

ARTICLE IV - HOLIDAY PAY

Effective July 1, 1968 with respect to conductors and January 1, 1968 with respect to other employees parties to this Agreement, the existing rule covering pay for holidays, set forth in Article I, Section 2, of the Agreement of June 25 1964 and the agreed-upon Interpretations of certain provisions of such Agreement dated April 21, 1966, is hereby amended to provide that:

(a) An eighth paid holiday, to be designated and added to the list of the seven enumerated holidays now provided in the above identified Agreement, shall be included and identified as -

". . . and the Employee's Birthday"

(b) The requirement that a designated holiday must fall on a workday of the workweek of the individual employee for him to receive holiday pay will be eliminated by striking out the following language now contained in Section 2(a) of Article I, Agreement of June 25, 1964:

". . . when such holidays fall on an assigned workday of the work week of the individual employee"

and the following language now contained in Section 2(c) of Article I, Agreement of June 25, 1964:

". . . and the holiday falls on a workday of his assignment."

(c) The eighth paid holiday, the "Birthday Holiday," shall be applied in the following manner:

(i) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(ii) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work the following February 28 considered as his birthday for the purpose of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

(d) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

ARTICLE V - 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 if an employee passenger who is under the influence of alcohol or drugs 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 V 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 or 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 July 1, 1969.

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 V of the Agreement of March 19, 1969,
>
> _____
> (employee or personal representative)
> agrees to be governed by all of the conditions and provisions said and set forth by Article V."

Savings Clause

This Article V supersedes as of July 1, 1969 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 June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

ARTICLE VI - GENERAL PROVISIONS

(1) APPROVAL

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

(2) 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 September 15, 1967 and April 1, 1968 and on certain of such carriers on or

about September 1, 1967, and of the notices dated on or about October 5, 1967 and April 22, 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. Any pending notices served by the organization party hereto which are similar to the notices served on the carriers parties hereto on or about September 15, 1967, April 1, 1968, or September 1, 1967 are hereby withdrawn and no such notices may be served by the organization prior to September 1, 1969 (not to become effective before January 1, 1970). Any pending notices served by a carrier party hereto on the organization party hereto which are similar to the notices served by the carriers on or about October 5, 1967 or April 22, 1968 are hereby withdrawn, and no such notices may be served by a carrier prior to September 1, 1969 (not to become effective before January 1, 1970).

(c) Pending notices served by any of the parties hereto relating to the consist of crews or to the handling of passenger cars equipped with sleeping accommodations in passenger trains served as a result of the discontinuance of Pullman service effective January 1, 1969 insofar as Pullman conductors are concerned, are not subject to the provisions of this Article.

(d) If a carrier party hereto undertakes a merger, coordination or any similar transaction involving joint action by more than one carrier requiring I.C.C. approval, notices relating to protective conditions covering such employees who may be adversely affected thereby are not subject to the provisions of this Article.

(e) During the term of this agreement, pending notices covering subject matters not specifically dealt with in paragraphs (a), (b), (c) or (d) 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.

(f) 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 19th DAY OF MARCH, 1969.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

/s/ J. W. Oram
Chairman

/s/ L. B. Fee

/s/ R. W. Pickard

/s/ B. E. Rice, Jr.

FOR THE EMPLOYEES REPRESENTED BY
THE UNITED TRANSPORTATION UNION
(FORMERLY REPRESENTED BY THE
ORDER OF RAILWAY CONDUCTORS AND
BRAKEMEN:

/s/ C. F. Lane

/s/ W. L. Hopkins

/s/ D. S. Pannell

/s/ John F. Kalfar, Jr.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

/s/ M. E. Parks
Chairman

/s/ C. A. Ball

/s/ T. C. DeButts

/s/ G. L. Farr

/s/ W. L. More

/s/ Earl Oliver

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

/s/ W. S. Macgill
Chairman

/s/ F. K. Day, Jr.

/s/ C. E. Mervine, Jr.

/s/ G. S. Paul

/s/ G. M. Seaton, Jr.

APPROVED:

/s/ J. P. Hiltz, Jr.
Chairman, National Railway Labor
Conference

WITNESS:

/s/ Howard G. Gamser
Member,
National Mediation Board

EXHIBIT A

EASTERN RAILROADS

LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 15, 1967 (AND SEPTEMBER 1, 1967 ON CERTAIN RAILROADS INDICATED BY #) AND APRIL 1, 1968, SERVED UPON VARIOUS EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN (NOW PART OF THE UNITED TRANSPORTATION UNION), OF DESIRE TO CHANGE EXISTING AGREEMENTS AS SET FORTH THEREIN, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT OCTOBER 5, 1967 AND APRIL 22, 1968, RESPECTIVELY, 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 United Transportation Union (formerly represented by the Order of Railway Conductors and Brakemen).

1:Baltimore and Ohio Railroad Company
2: Strouds Creek and Muddlety Territory
Central Railroad Company of New Jersey, The
Delaware and Hudson Railroad Corporation, The
Detroit and Toledo Shore Line Railroad Company, The
#Grand Trunk Western Railroad
Lehigh and New England Railway Company
Lehigh Valley Railroad
Maine Central Railroad Company
Monongahela Railway, The
Monon Railroad
New York, Susquehanna and Western Railroad Company
Norfolk and Western Railway Company (Lines of the former New York, Chicago and St. Louis Railroad Company)
Penn Central Company
Pittsburgh and Lake Erie Railroad, including Lake Erie and Eastern Railroad
Reading Company

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EXHIBIT A

NOTES: -

1:Authorization covers Road Conductors on the former BR&P territory and Strouds Creek and Muddlety and Road Trainmen on the Strouds Creek and Muddlety only, in connection with the organization's September 15, 1967 notice and proposals served by the Baltimore and Ohio Railroad on or about October 5, 1967 for concurrent handling therewith.

2:Authorization covers both conductors and brakemen in connection with the organization's April 1, 1968 notice and proposals served by the Baltimore and Ohio Railroad on or about April 22, 1968 for concurrent handling therewith.

FOR THE CARRIERS:

/s/ J. W. Oram

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION FORMERLY REPRESENTED BY THE ORDER OF OF RAILWAY CONDUCTORS AND BRAKEMEN):

/s/ C. F. Lane

Washington, D. C., March 12, 1969

EXHIBIT B

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 15, 1967 (AND SEPTEMBER 1, 1967 ON CERTAIN RAILROADS INDICATED BY #) AND APRIL 1, 1968, SERVED UPON VARIOUS WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN (NOW PART OF THE UNITED TRANSPORTATION UNION), OF DESIRE TO CHANGE EXISTING AGREEMENTS AS SET FORTH THEREIN, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT OCTOBER 5, 1967 AND APRIL 22, 1968, RESPECTIVELY, 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 United Transportation Union (formerly represented by the Order of Railway Conductors and Brakemen).

Atchison, Topeka and Santa Fe Railway Company, The
1:Camas Prairie Railroad
2-3:Chicago and North Western Railway Company
Chicago, Burlington and Quincy Railroad
Chicago, Milwaukee, St. Paul and Pacific Railroad Company (System)
Colorado and Southern Railway
Denver and Rio Grande Western Railroad Company, The
Duluth, Missabe and Iron Range Railway Company
#Great Northern Railway Company
Illinois Central Railroad
Joint Texas Division of CRI&P-FW&D Railway Company
Kansas City Southern Railway Company, The
Kansas, Oklahoma & Gulf Railway Company
Louisiana & Arkansas Railway Company
Missouri-Kansas-Texas Railway Company
Missouri Pacific Railroad Company
Missouri-Illinois Railroad Company
Norfolk and Western Railway (Lines formerly operated by The Wabash Railroad), Lines West of Detroit
Northern Pacific Railway
Northwestern Pacific Railroad Company
#Oregon, California & Eastern Railway Company
#Pacific Coast Railroad Company
St. Louis-San Francisco Railway Company (Except NEO District)
#San Diego and Arizona Eastern Railway Company
Soo Line Railroad
Southern Pacific Company -
Pacific Lines - Former El Paso and Southwestern System
Texas and Louisiana Lines
#Spokane International Railroad Company
Spokane, Portland and Seattle Railway Company (System Lines)
Texas and Pacific Railway Company, The
Union Pacific Railroad Company
Western Pacific Railroad Company, The

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EXHIBIT B

NOTES: -

1:This authorization applies on that portion of the Camas Prairie Railroad governed by the Northern Pacific schedule for conductors.

2:Authorization covers Road Conductors (Except on former MI), including such employees of the former Chicago Great Western Railway; Yard Foremen (Chicago Switching District only) and Dining Car Stewards (Except on Twin Cities Division).

3:Authorization also covers separate notice, dated December 12, 1967, served by the organization on the Carrier.

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (FORMERLY REPRESENTED BY THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN):

/s/ C. F. Lane

FOR THE CARRIERS:

/s/ M. E. Parks

Washington, D. C.
March 12, 1969

EXHIBIT C

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 15, 1967 (AND SEPTEMBER 1, 1967 ON CERTAIN RAILROADS INDICATED BY #) AND APRIL 1, 1968, SERVED UPON VARIOUS SOUTHEASTERN RAILROADS BY THE GENERAL CHAIRMEN OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORDER OF RAILWAY CONDUCTORS, AND BRAKEMEN (NOW PART OF THE UNITED TRANSPORTATION UNION), OF DESIRE TO CHANGE EXISTING AGREEMENTS AS SET FORTH THEREIN, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT OCTOBER 5, 1967 AND APRIL 22, 1968, RESPECTIVELY, 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 United Transportation Union (formerly represented by the Order of Railway Conductors and Brakemen).

Central of Georgia Railway Company
Chesapeake and Ohio Railway Company
Clinchfield Railroad Company
Georgia Railroad
Gulf, Mobile and Ohio Railroad
Louisville and Nashville Railroad Company
Norfolk and Western Railway Company (Atlantic and Pocahontas Regions)
#Richmond, Fredericksburg and Potomac Railroad Company (Including Potomac Yard)
Seaboard Coast Line Railroad Company
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern & Florida Railway Company
New Orleans & Northeastern Railroad Company

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FOR THE CARRIERS:

/s/ W. S. Macgill

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (FORMERLY REPRESENTED BY THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN):

/s/ C. F. Lane

Washington, D. C.
March 12, 1969

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

March 19, 1969

Mr. C. F. Lane
Assistant President
United Transportation Union
(Formerly President, Order of Railway
Conductors & Brakemen)
15401 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Lane:

In connection with the following provisions of the Agreement of March 19, 1969, covering employees represented by the former Order of Railway Conductors & Brakemen:

Under Article II, Sections 1(c) and 5(h) (ii), it is intended that the daily rate increase of "an additional $.40" will apply, on each individual railroad, to the rates of pay of conductors, flagmen and brakemen employed in the types of road service in which on such railroad holiday pay under Article I, Section 2 of the Agreement of June 25, 1964 is presently applied. Such increase will not apply to any type of passenger service.

Under Article III, an employee entitled to a second week of vacation in 1968 shall be paid in lieu thereof, and an employee entitled to a second week of vacation in 1969 shall be granted an additional week's vacation, or paid in lieu thereof, in accordance with the provisions of the Vacation Agreement whether or not he has already taken his first week of vacation. In determining whether an employee is entitled to a second week of vacation in 1968 or 1969, paragraph (b) in Article III applies regardless of whether the employee completed his second year of continuous service prior to the date of the Agreement and whether prior, during or subsequent to any vacation already taken.

Under Article IV, employees who would be entitled to holiday pay for holidays commencing with January 1, 1968, for which they were not eligible under the former agreement provisions, may file claims for such holiday pay. Time limit provisions in relation to such claims start running from March 19, 1969, the date of the Agreement.

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

Yours very truly,

/s/ J. P. Hiltz, Jr.

ACCEPTED:

/s/ C. F. Lane

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

March 19, 1969

Mr. C. F. Lane,
Assistant President,
United Transportation Union
(Formerly President, Order of Railway
Conductors & Brakemen)
15401 Detroit Avenue,
Cleveland, Ohio 44107

Dear Mr. Lane:

This will confirm understanding reached today by the parties signatory to the Mediation Agreement of this date concerning up-dating of certain statistical data in relation to car scale additives as more specifically described below:

The signers of this Letter of Understanding will promptly request the Department of Labor, working with and under the direction of a Joint Steering Committee consisting of three representatives of the carriers and three representatives of the United Transportation Union, to up-date as of current date data similar to that underlying the summary on pages 80 and 81 of the Appendix Volume II of the Report of the Presidential Railroad Commission.

The up-dating of such data will cover the latest period available consistent with the Department of Labor report being completed by January 1, 1970 or as soon thereafter as possible.

The data necessary for such up-dating shall be secured on the basis of an adequate random sample through techniques similar to those employed in the original Presidential Railroad Commission study. Tabulation intervals and related details shall be determined by consideration of the Joint Steering Committee.

It is understood that the report of the Department of Labor covering such up-dating will be entirely factual without any direct or implied recommendations as to the significance of the data developed. It is further understood that the purpose of such up-dating is to provide factual material for use by the parties in future negotiations.

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

Yours very truly,

/s/ G. P. Hiltz, Jr.

ACCEPTED:

/s/ C. F. Lane

Washington, D. C.,
March 19, 1969

Hon. George P. Shultz
Secretary of Labor
Washington, D. C.

Dear Mr. Secretary:

The United Transportation Union (formerly the Order of Railway Conductors and Brakemen) and the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees jointly request the Department of Labor to up-date certain information in accordance with the attached Letter of Understanding between the parties.

The contact for the union members of the Steering Committee referred to in the Letter of Understanding is Mr. C. F. Lane, Assistant President, United Transportation Union, 15401 Detroit Avenue, Cleveland, Ohio, 44107; the contact for the carrier members will be Mr. H. E. Greer, Director of Research, National Railway Labor Conference, 1225 Connecticut Avenue, N.W., Washington, D. C., 20036.

The parties would appreciate your advice that this request is acceptable to the Department of Labor and the designated party in the Department of Labor with whom contact should be maintained.

Yours very truly,

/s/ J. P. Hiltz, Jr.

/s/ C. F. Lane

NATIONAL RAILWAY LABOR CONFERENCE LETTERHEAD

March 19, 1969

Mr. C. F. Lane,
Assistant President,
United Transportation Union
(Formerly President, Order of Railway
Conductors and Brakemen),
15401 Detroit Avenue,
Cleveland, Ohio

Dear Mr. Lane:

This will confirm our understanding of today that acceptance by either party of Article VI Section (2) (a) of the March 19, 1969 Mediation Agreement by the parties is without prejudice to the positions of the parties with respect to the portions of the Employees' and Carriers' Notices not specifically dealt with in this Agreement.

Yours very truly,

/s/ J. P. Hiltz, Jr.

UTU LETTERHEAD

August 23, 1972

SSR LETTER NO. 19-72

Chairmen,
General Committees of Adjustment
United Transportation Union
In the United States

Re: Agreements Covering Off-Track Accident Insurance.

Dear Sir and Brothers:

Enclosed is copy of letter received from William H. Dempsey, Chairman, National Railway Labor Conference, and copy of Memorandum of Understanding dated May 18, 1972, confirming understanding that time-limit-on-claims rules do not apply to claims filed under the off-track vehicle accident provisions of National Agreements referred to therein.

This for your information and reference.

Fraternally yours,

/s/ Al H. Chesser
President

cc: International Officers
State Legislative Directors
Field Supervisors
Organizers

AHC-46-jl