UNIFICATION
AGREEMENT
ORDER OF RAILWAY CONDUCTORS
AND BRAKEMEN
BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN
BROTHERHOOD OF RAILROAD
TRAINMEN
SWITCHMEN'S UNION OF
NORTH AMERICA
UNIFICATION AGREEMENT
Between
ORDER OF RAILWAY CONDUCTORS
AND BRAKEMEN
BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN
BROTHERHOOD OF RAILROAD TRAINMEN
And
SWITCHMEN'S UNION OF NORTH AMERICA

1 The Order of Railway Conductors and Brake-
2 men, Brotherhood of Locomotive Firemen and
3 Enginemen, Brotherhood of Railroad Trainmen
4 and Switchmen's Union of North America, being
5 desirous of more effectively representing trans-
6 portation service employees and to promote
7 their general welfare, social, moral, intellectual,
8 economic and political interests, agree to unite
9 and create a new labor union, to be known as
10 the United Transportation Union, subject to
11 the following:

1 SECTION 1. Upon approval of this Unifica-
2 tion Agreement and Constitution, attached
3 hereto, by the necessary tribunals of each or-
4 ganization, this Unification Agreement and
5 Constitution shall then be submitted to the
6 respective memberships of the Order of Railway
7 Conductors and Brakemen, Brotherhood of Lo-
8 comotive Firemen and Enginemen, Brotherhood
9 of Railroad Trainmen and Switchmen's Union
10 of North America, by referendum mail ballot.
11 Canadian members shall be voted and tabulated

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separately. Different colored ballots for each organization will be mailed to a CPA to be selected by the Chief Executives of the four organizations. The CPA will tabulate and certify the results of the referendum to the Presidents and Secretary and Treasurers of the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America. The ballots shall be tabulated on November 22, 1968. Should a majority of the ballots cast by the members of each of the respective organizations approve the unification of the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America into a new labor union through the adoption of this Unification Agreement and Constitution, this Unification Agreement and Constitution shall become effective January 1, 1969, without further action or consideration by the Chief Executives, Boards, Committees, conventions or other constituted bodies of either the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen or Switchmen's Union of North America, except as provided herein.

SECTION 2. Upon approval of this Unification Agreement and Constitution it is understood that appropriate action in accordance
with the law will be taken by the Order of Rail-
way Conductors and Brakemen, Brotherhood
of Locomotive Firemen and Enginemen and
Brotherhood of Railroad Trainmen to protect
the rights of all insured members of said unions.
It is further understood that such action will
not jeopardize the rights and privileges of the
members of Switchmen’s Union of North Amer-
ica with respect to their present arrangements
for insurance.

Approval of this Unification Agreement is not
intended to alter or repeal those portions of the
respective constitutions of Order of Railway
Conductors and Brakemen, Brotherhood of
Locomotive Firemen and Enginemen and
Brotherhood of Railroad Trainmen which are
necessary to continue the separate operations
of the respective Insurance Departments until
such time as the unification of such Depart-
ments shall have been completed.

SECTION 3. (a) On the effective date of the
unification, all property, real, personal, and
mixed; and all right, title, and interest, either
legal or equitable, to any monies, funds or prop-
erty, tangible and intangible, of each of the
constituent Unions, excluding assets of the in-
surance departments of the Order of Railway
Conductors and Brakemen, Brotherhood of Lo-
comotive Firemen and Enginemen and Broth-
erhood of Railroad Trainmen, and all debts
due on whatever account to each of them; and
all the rights, privileges, and powers; and every
other interest of each of them; shall be deemed
to be transferred to and vested in the United
Transportation Union, without further act or
deed; and shall be thereafter the property of the
United Transportation Union as completely as
they were the property of the constituent Unions;
and title to any real estate, whether vested by
deed or otherwise, shall not be in any way
impaired by reason of the unification. The
United Transportation Union shall thenceforth
be responsible for all debts, liabilities, obliga-
tions, and duties of each of the constituent
Unions; and all said debts, liabilities, obliga-
tions, and duties shall thenceforth attach to the
United Transportation Union and may be en-
forced against it to the same extent as if the
said debts, liabilities, obligations, and duties
were incurred or otherwise contracted by it.
The present officers and/or Executive Boards
of the constituent Unions shall execute and de-
deliver, or cause to be executed and delivered, and
shall have all necessary power to do so effec-
tively and legally, all such deeds and other in-
struments; and shall take, or cause to be taken,
such further and other action as the United
Transportation Union may deem necessary or
desirable in order to fully vest in and confirm
to the United Transportation Union title to and
possession of all monies, funds, property, rights,
and privileges referred to above, and otherwise
to carry out the intent and purpose of the uni-
fication of the constituent Unions.

(b) The unification of the Order of Railway
Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America into the United Transportation Union shall not affect, interrupt, or alter in any way the continuing status or rights or duties with respect to third persons of any organization affiliated with the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen or Switchmen's Union of North America, or any of their subordinate or affiliated bodies; and, further, shall not impair the status of such Organizations, or any of their subordinate or affiliated bodies, in any pending action or proceedings, or any right, title, or interest in any property; or any right, title, or interest arising from any deeds, bonds, mortgages, leases, or contracts of any kind or the continuity thereof; and, further, shall not impair any federal, state, or territorial certification, or any rights or obligations of such Organizations, or any of their subordinate or affiliated bodies, under their existing collective bargaining agreements or check-off authorization.

(c) Upon approval of the Unification by the members of all four Organizations, financial information shall be prepared in the following manner:

Each of the four auditors will be instructed to examine the balance sheet of his client and render his opinion on it. In addition,
one of the four auditors will render an opinion on the pro forma combined balance sheet of the four separate entities.

In order to accomplish the use of January 1, 1969, as the effective date of the formation of the proposed new entity, the financial statement mentioned above must be prepared and available before that date. The statements shall be accompanied by a form of representation letter from a principal officer of each of the entities and from each of the auditors. These letters will state that the writer has no knowledge of any significant or adverse changes occurring between the date of the financial statement and the current date; if he has knowledge of any changes, the letters will describe these changes and their effects in detail.

(d) All rights, privileges, duties, and responsibilities vested in either the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen or Switchmen's Union of North America pursuant to collective bargaining agreements or certification shall be vested in the United Transportation Union by virtue of its creation.

SECTION 4. (a) The first officers of the United Transportation Union shall be as follows:

President: The incumbent President of the Brotherhood of Railroad Trainmen.

Assistant Presidents: The incumbent Pres-
ident of the Brotherhood of Locomotive
Firemen and Enginemen;
The incumbent President of the Order
of Railway Conductors and Brakemen;
and
The incumbent President of the Switchmen's Union of North America.
Assistants to the President: The incumbent Assistant to the President of the Brotherhood of Railroad Trainmen;
The incumbent Assistant President of the Brotherhood of Locomotive Firemen and Enginemen;
The incumbent Senior Vice President of the Order of Railway Conductors and Brakemen; and
The incumbent Executive Vice President of the Switchmen's Union of North America.
General Secretary and Treasurer: The incumbent General Secretary and Treasurer of the Brotherhood of Railroad Trainmen.
Assistant General Secretary and Treasurers: The incumbent General Secretary and Treasurer of the Brotherhood of Locomotive Firemen and Enginemen;
The incumbent General Secretary and Treasurer of the Order of Railway Conductors and Brakemen;
The incumbent International Secretary and Treasurer of the Switchmen's Union of North America; and
The incumbent Assistant General Secretary and Treasurer of the Brotherhood of Railroad Trainmen.

National Legislative Director: The incumbent National Legislative Representative of the Brotherhood of Railroad Trainmen; a vacancy in this office shall be filled by the incumbent Alternate National Legislative Representative of the Brotherhood of Railroad Trainmen.

Assistant National Legislative Director: The incumbent National Legislative Representative of the Brotherhood of Locomotive Firemen and Enginemen; a vacancy created in this office shall be filled by the incumbent Alternate National Legislative Representative of the Brotherhood of Locomotive Firemen and Enginemen.

Assistant National Legislative Director: The incumbent Vice President and National Legislative Representative of the Order of Railway Conductors and Brakemen; a vacancy in this office shall not be filled.

Canadian Legislative Representative: The incumbent Canadian Legislative Representative of the Brotherhood of Railroad Trainmen; a vacancy created in this office shall be filled by the incumbent Alternate Canadian Legislative Representative of the Brotherhood of Railroad Trainmen.

Assistant Canadian Legislative Representative: The incumbent Canadian Legis-
lative Representative of the Brotherhood of Locomotive Firemen and Enginemen; a vacancy created in this office shall be filled by the incumbent Assistant Chairman of the Canadian Legislative and Education Board of the Brotherhood of Locomotive Firemen and Enginemen.

(a) The provisions of the preceding five (5) paragraphs pertaining to National and Canadian Legislative officers will remain in effect until the first convention of the United Transportation Union. Thereafter the order of succession will be governed by the provisions of the Constitution as enacted by the delegates considering the recommendations of the President.

Alternate National Legislative Directors:

Alternate National Legislative Representative, Brotherhood of Railroad Trainmen.

Alternate National Legislative Representative, Brotherhood of Locomotive Firemen and Enginemen.

Alternate Canadian Legislative Representatives:

Alternate Canadian Legislative Representative, Brotherhood of Railroad Trainmen.

Assistant Chairman, Canadian Legislative and Education Board, Brotherhood of Locomotive Firemen and Enginemen.
Vice Presidents:

Group (A): The incumbent Vice Presidents of the Order of Railway Conductors and Brakemen, or their successors, in the following order:

1. Vice President and National Railroad Adjustment Board Representative, who shall serve on the National Railroad Adjustment Board as directed by the President.

2. Vice President, District No. 1

3. Vice President, District No. 4

4. Vice President, District No. 2

5. Vice President, District No. 3

Group (B): The incumbent Vice Presidents of the Brotherhood of Locomotive Firemen and Enginemen in the order of their election, the first of which shall serve on the National Railroad Adjustment Board as directed by the President.

Group (C): The incumbent Vice Presidents of the Brotherhood of Railroad Trainmen, or their successors, in the order of their election, 1 through 15. The first Vice President to serve on the National Railroad Adjustment Board as directed by the President.

Group (D): The incumbent Vice Presidents of the Switchmen's Union of North America, or their successors, in the order of their election, 1 through 5. The former President of the Switchmen's Union of North America shall assign a Vice
President to serve on the National Railroad Adjustment Board.

Alternate Vice Presidents: The incumbent Alternate Vice Presidents of the Brotherhood of Locomotive Firemen and Enginemen; the incumbent Alternate Vice Presidents of the Brotherhood of Railroad Trainmen; the incumbent Alternate Vice Presidents of the Switchmen's Union of North America.

Board of Trustees: The incumbent officers of the Board of Trustees, Brotherhood of Railroad Trainmen or their successors and the incumbent President and General Secretary and Treasurer of the Brotherhood of Locomotive Firemen and Enginemen or their successors.

For the purpose of giving consideration, in accordance with applicable provisions of the Constitution of the United Transportation Union, to increases or decreases of assessments, extra-ordinary expenses, appropriations from the strike fund, extension or suspension of strike benefits, the incumbent General Secretary and Treasurer of the Order of Railway Conductor and Brakemen and the incumbent International Secretary and Treasurer of the Switchmen's Union of North America shall also be members of the Board of Trustees.

Alternate to Board of Trustees: The incumbent Alternate to Board of Trustees,
Brotherhood of Railroad Trainmen.

Board of Appeals, Enginemen: The incumbent Board of Directors of the Brotherhood of Locomotive Firemen and Enginemen.

Alternate to Board of Appeals, Enginemen:
The incumbent Alternates to the Board of Directors of the Brotherhood of Locomotive Firemen and Enginemen who shall fill vacancies on the Board of Appeals, Enginemen, in the same manner as they filled vacancies on the Board of Directors, Brotherhood of Locomotive Firemen and Enginemen.

Board of Appeals: Yardmen/switchmen:
The incumbent members of the Board of Directors, Switchmen's Union of North America, and two (2) members of the Board of Appeals, yardmen if available, Brotherhood of Railroad Trainmen. In addition, one (1) yardman who must be a Canadian Member will be appointed to the Board, to be selected by the Board of Directors, Brotherhood of Railroad Trainmen.

Alternate to Board of Appeals, Yardmen/switchmen: The appropriate incumbent alternates to the Board of Appeals, Brotherhood of Railroad Trainmen, shall fill vacancies created by former Brotherhood of Railroad Trainmen members of the Board of Appeals and shall also fill the first two vacancies cre-
ated by former Switchmen’s Union of North America members of the Board of Appeals; the incumbent alternates to the Board of Directors, Switchmen’s Union of North America, shall fill the last three (3) vacancies created by the former Switchmen’s Union of North America members of the Board of Appeals.

Board of Appeals, Conductors, Brakemen, and others: The incumbent members of the Board of Trustees, Order of Railway Conductors and Brakemen and the remaining incumbent members of the Board of Appeals, Brotherhood of Railroad Trainmen, one (1) of which shall be a Canadian Member.

Alternate to Board of Appeals, Conductors, Brakemen, and others: The remaining members of the former Order of Railway Conductors and Brakemen Board of Directors shall fill vacancies by appointment created by former Order of Railway Conductors and Brakemen members of the Board of Appeals, and incumbent alternates to the Board of Appeals, Brotherhood of Railroad Trainmen, who shall fill vacancies created by former Brotherhood of Railroad Trainmen members of the Board of Appeals, only.

Executive Board: The incumbent members of the Executive Board, Brotherhood of Railroad Trainmen; the incumbent Ex-
Executive Vice President, Sleeping Car Conductors, and the incumbent Grand Outside Sentinel, Order of Railway Conductors and Brakemen; three (3) members to be selected by the Brotherhood of Locomotive Firemen and Enginemen; and two (2) to be selected by the Switchmen's Union of North America.

Alternate to Executive Board: The incumbent Alternate to the Executive Board, Brotherhood of Railroad Trainmen; who shall fill vacancies after the members of the Executive Board have been reduced to five (5) by attrition, except, a vacancy created by a Canadian shall be filled by a Canadian appointed from the Canadian Territory by the Board of Directors.

The Board of Directors shall consist of:

The President, Assistant Presidents, Assistants to the President, General Secretary and Treasurer, the Assistant General Secretary and Treasurers from the former Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen and Switchmen's Union of North America, National Legislative Director, Assistant National Legislative Directors from the former Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Canadian Legislative Representative, a Canadian to be selected by the remain-
ing former officers of the Brotherhood of Locomotive Firemen and Enginemen, the first Vice President in Group A, the first two Vice Presidents from Group B, the first four Vice Presidents from Group C, the first Vice President from Group D, the Senior Canadian Vice President from Group C, and the Chairman of the Board of Trustees; or their successors. Where successors for the above officers are not provided for, vacancies on the Board shall be filled by the Board of Directors from among the remaining officers of the former organization creating the vacancy.

Since the United Transportation Union has not provided for an elected officer to manage its publications, the incumbent Editor and Manager of the Brotherhood of Locomotive Firemen and Enginemen Publications shall be employed on the staff of the United Transportation Union at a salary no less than his present salary and fringe benefits, with credit for his prior service as an employee and officer of the Brotherhood of Locomotive Firemen and Enginemen for pension benefits.

(b) Filling vacancies not otherwise provided for in Section 4 (a):

Vacancies in the offices of President or General Secretary and Treasurer shall be filled through appointment by a two-thirds (2/3) vote of the members of the Board of Directors;
A vacancy in the office of Assistant President shall be filled by an Assistant to the President so as to maintain a representative among the first four (4) officers listed in Section 4 (a) from each of the former organizations. If the vacancy cannot be filled in this manner from the Assistants to the President, the Board of Directors shall fill the vacancy so as to maintain a representative from each of the former organizations;

Vacancies in the office of Assistant to the President shall not be filled;

Vacancies in the offices of Assistant General Secretary and Treasurers shall not be filled, except, when the number of Assistant General Secretary and Treasurers have been reduced to one (1), a vacancy in that office shall be filled by the Board of Directors;

A vacancy on the Board of Trustees shall be filled by the successor, if any, to the member leaving the vacancy. In the event there is no successor, the vacancy shall be filled by the Board of Directors selecting an individual from members of the former organization to whom the vacancy accrues, except a vacancy created by a Canadian shall be filled by a Canadian selected from the Canadian Territory by the Board of Directors.

In addition:

(1) Vacancies created in the offices held
by former officers of the Order of Railway
Conductors and Brakemen, notwithstanding the provisions of Section 4 (a), will be
filled through appointment, by the remaining former members of the Order of Railway
Conductors and Brakemen Board of
Directors, to the extent that seven (7) full
time positions shall be maintained;
(2) Vacancies created in the offices of
Vice President, Group B, shall be filled by
the Alternate Vice President of the former
Brotherhood of Locomotive Firemen and
Enginemen, from the territory in which
the vacancy is created, who shall become
the Junior Vice President of Group B, only
to the extent necessary to maintain a total
number of officers from the former Brother-
hood of Locomotive Firemen and Engi-
men representing engine service members,
as compared to the total number of officers
representing train service members, based
upon the engine service membership rep-
resented as compared to the train service
membership represented;
(3) Vacancies created in the offices of Vice
President, Group C, shall be filled by the
Senior Alternate Vice President of the for-
ermer Brotherhood of Railroad Trainmen
from the territory in which the vacancy
occurred, who shall become the Junior Vice
President, Group C, only to the extent
necessary to maintain twenty-two (22)
full time positions, except, a vacancy cre-
ated by a Canadian Vice President shall
be filled by the Alternate Canadian Vice
President who shall become the Junior
Vice President, and when created by a Bus
Vice President, the Bus Alternate Vice
President shall become the Junior Vice
President.

(4) Vacancies created in the offices of Vice
Presidents, Group D, shall be filled by the
Senior Alternate Vice President of the
Switchmen's Union of North America, who
shall become the Junior Vice President of
Group D, only to the extent necessary to
maintain six (6) full time positions.

(c) Vacancies created in the offices held by
International Union officers prior to the elec-
tion of officers at the second regular session of
the International Union shall be filled in ac-
cordance with the provisions of this Section 4.

(d) The delegates to the first regular session
of the International Union shall elect not less
than thirty-five (35) full time officers, and in
addition a number of full time officers equal to
the number of positions held by incumbent offi-
cers eligible for re-election who were officers of
the former Brotherhood of Locomotive Firemen
and Enginemen, to fill the positions designated
in Item 1 below:

(1) (a) President

(b) Three (3) Assistant Presidents
shall be elected, one (1) from
each of the former organizations
so as to maintain a representative
from each of the former organizations among the first four positions, President and Assistant President
(c) Assistant to the President
(d) General Secretary and Treasurer
(e) Assistant General Secretary and Treasurer
(f) National Legislative Director
(g) Assistant National Legislative Director
(h) Canadian Legislative Representative, to be elected from eligible Canadian members
(i) Assistant Canadian Legislative Representative, to be elected from eligible Canadian members
(j) Vice Presidents
(k) Board of Trustees

(2) The number of “Assistants to the President” to be elected will be governed by the number of incumbents eligible for re-election. Any of these positions not filled by the incumbent first officers as provided for in Section 4 (a), third paragraph, shall be attrited.

(3) The number of “Assistant General Secretary and Treasurers” to be elected will be governed by the number of incumbents eligible for re-election. Any of these positions not filled by the incumbent first officers as pro-
vided for in Section 4 (a), fifth paragraph, shall be attrited until reduced to one (1).

(4) Seven (7) full time positions for officers shall be available to and be filled by eligible members of the United Transportation Union who were members of the former Order of Railway Conductors and Brakemen on the effective date of unification, one (1) of which must come from Item 1 (a) or (b); one (1) from Item 1 (c) subject to Item 2 hereinabove, and a sufficient number from Item 1 (j) in order to fill a total of seven (7) full time positions.

(5) The number of full time positions held by incumbent officers eligible for re-election, who were officers of the former Brotherhood of Locomotive Firemen and Enginemen, shall be available to and filled by eligible members of the United Transportation Union, who were members of the former Brotherhood of Locomotive Firemen and Enginemen on the effective date of unification, one (1) of which must come from Item 1 (a) or (b); one (1) from Item 1 (c) subject to Item 2 hereinabove; one (1) from Item 1 (e) subject to Item 3 hereinabove; one (1) from Item 1 (g); one (1) from Item 1 (i), and a sufficient
number from Item 1 (j) in order to fill the number of positions equal to the number of incumbents eligible for re-election.

(6) Twenty-two (22) full time positions for officers shall be available to and be filled by eligible members of the United Transportation Union who were members of the former Brotherhood of Railroad Trainmen on the effective date of unification, one (1) of which must come from Item 1 (a) or (b); one (1) from Item 1 (d); one (1) from Item 1 (f); one (1) from Item 1 (h); three (3) from Item 1 (k); and a sufficient number from Item 1 (j) in order to fill a total of twenty-two (22) full time positions. Of these twenty-two (22) full time positions, four (4) shall accrue to Canadian members. Such four (4) positions to be: Two (2) Vice Presidents; one (1) Member of the Board of Trustees; and one (1) Canadian Legislative Representative. One (1) Vice President shall be elected from the membership of the Bus Department.

(7) Six (6) full time positions for officers shall be available to and be filled by eligible members of the United Transportation Union who were members of the former Switchmen’s Union of
North America on the effective date of unification, one (1) of which must come from Item 1 (a) or (b); one (1) from Item 1 (c) subject to Item 2 hereinabove; one (1) from Item 1 (e) subject to Item 3 hereinabove; and a sufficient number from Item 1 (j) in order to fill a total of six (6) full time positions.

(8) The Board of Directors shall consist of the President, the Assistant Presidents and twenty-three (23) members. Four (4) members of the Board shall be selected from and by the remaining officers of the former Order of Railway Conductors and Brakemen, six (6) from and by the remaining officers of the former Brotherhood of Locomotive Firemen and Enginemen, ten (10) from and by the remaining officers of the former Brotherhood of Railroad Trainmen, and three (3) from and by the remaining officers of the former Switchmen's Union of North America.

(9) In addition to the three (3) full time Board of Trustees positions, and in conformity with the intent of the provisions of Section 4 (a) of this Unification Agreement, the Board of Directors will designate as members of the Board of Trustees the two top ranking elected officers who were members of the former Brotherhood
of Locomotive Firemen and Engine-
men.

For the purpose of giving consider-
ation in accordance with applicable
provisions of the Constitution of the
United Transportation Union, to in-
creases or decreases of assessments,
extra-ordinary expenses, appropri-
tions from the strike fund, extension
or suspension of strike benefits, the
Board of Directors will designate as
members of the Board of Trustees, in
conformity with the intent of the pro-
visions of Section 4 (a) of this Unifica-
tion Agreement, one (1) elected officer
who was a member of the former Order
of Railway Conductors and Brake-
men, and one (1) elected officer who
was a member of the former Switch-
men's Union of North America.

(10) (a) Members of each of the former
organizations shall be entitled to
fill the number of positions on the
Board of Appeals, Yardmen/
switchmen, to equal the number
of positions held by incumbent
officers of the former organiza-
tions.

(b) Members of each of the former
organizations shall be entitled to
fill the number of positions on the
Board of Appeals, Conductors,
Brakemen, and others, to equal
the number of positions held by incumbent officers of the former organizations.

(c) The Board of Appeals, Engineers, and alternates to the Board of Appeals, Engineers, shall be filled by Engineers members.

(11) Positions on the Executive Board, equal to the number of positions held by the incumbent officers of former organizations, shall continue to be filled in a similar manner provided for under Section 4 (a), except that when such positions are reduced to five (5) further attrition will not be made.

(12) Vacancies on the Board of Directors shall be filled in the same manner as the original selections were made in Item (8).

(13) Prior to the second convention the Board of Directors shall recommend to the Constitution Committee, consistent with the principles contained in Section 4 of this Unification Agreement, the number of Board and full time positions to be filled.

(14) Nothing contained in this Section 4 is intended to deny any eligible member of the United Transportation Union, who was not a member of a former organization as that phrase is used, from running for any office.

(e) The salaries of the first officers and staff
601 members of the United Transportation Union
602 shall be established by the Board of Directors
603 and shall be not less than the highest salary
604 paid for comparable positions as of April 15,
605 1968, in either the Order of Railway Conductors
606 and Brakemen, Brotherhood of Locomotive
607 Firemen and Enginemen, Brotherhood of Rail-
608 road Trainmen or Switchmen’s Union of North
609 America, subject to future increases or de-
610 creases as provided in Article 29 of the Consti-
611 tution. Allowances for expenses incurred while
612 serving the United Transportation Union shall
613 be established by the Board of Directors, such
614 salaries and allowances shall be subject to re-
615 view and revision by the Convention of the
616 International Union.

1 SECTION 5. (a) The purpose of this Section
2 is to provide for the protection of defined em-
3 ployees of the Order of Railway Conductors and
4 Brakemen, Brotherhood of Locomotive Firemen
5 and Enginemen, Brotherhood of Railroad
6 Trainmen and Switchmen’s Union of North
7 America, herein referred to as the organizations,
8 and to expedite the changes in services, facili-
9 ties and operations involved in the unification
10 of the organizations.
11 (b) For the purpose of this Section the term
12 “employees” is defined to mean all employees
13 and staff assistants of the organizations who
14 are employees and/or staff assistants on the
15 date immediately prior to the date the unifica-
16 tion becomes effective.
(c) On the date the organizations are united the United Transportation Union will take into its employment all employees of the organizations who were employees on the date immediately prior to the unification, and who are willing to accept such employment. None of the present employees of the organizations shall be deprived of employment or be placed in a worse position with respect to compensation, rules, working conditions, fringe benefits or rights and privileges pertaining thereto, as a result of the unification.

(d) The United Transportation Union shall also take over, assume and continue the employment relationship of all employees on furlough or leave of absence and preserve their rights as they exist on the effective date of the unification subject, however, to the transfer of work and employees as hereinafter set forth.

(e) An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto: (1) in case of his resignation, death, retirement, dismissal for cause, (2) or failure to work due to discipline, (3) or failure to claim a position available to him in the exercise of his seniority rights which produces compensation equal to or greater than that of a position held prior to unification.

(f) None of the provisions of this Agreement are applicable to employees of the organi-
zations who were temporarily hired for work on non-recurring projects prior to the date of the unification. (g) Any employee who is required to change his place of employment as a result of the unification may, at his option, resign and, in lieu of all other benefits and protections provided in this Agreement, accept a lump sum separation allowance determined in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Separation Allowance</th>
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<tbody>
<tr>
<td>1 year and less than 2 years</td>
<td>3 months' pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 months' pay</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>9 months' pay</td>
</tr>
<tr>
<td>5 years and over</td>
<td>12 months' pay</td>
</tr>
</tbody>
</table>

In the case of employees with less than one year's service, five (5) days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum. One (1) month's pay shall be computed by multiplying by thirty (30) the daily rate of pay received by the employee in the position last occupied prior to time of unification.

(h) The United Transportation Union will adopt, preserve and continue the Supplemental Retirement Pension Plan adopted by the Brotherhood of Railroad Trainmen effective July 1, 1967, and make it applicable to the employees of the United Transportation Union which will provide benefits under this Supplemental Retirement Pension Plan to employees of the organizations upon the same terms and conditions.
as they were available to employees of the Brotherhood of Railroad Trainmen, including the providing for credit for service with the organizations in the same manner and to the same extent that service with the Brotherhood of Railroad Trainmen was credited. The Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen and Switchmen's Union of North America will each place in escrow, prior to the effective date of the Unification, a sum of money sufficient to fund the prior service liability of the employees of the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen and Switchmen's Union of North America, to the same extent that the Brotherhood of Railroad Trainmen has funded the prior service liability of its employees, with instructions to the escrow agent to deliver and pay over said funds to the Trustee of the Pension Plan after the Unification becomes effective and the pension plan is amended to make it the Pension Plan of the United Transportation Union. In determining the amounts to be placed in escrow the decision of the actuaries of the pension plan shall be final and binding.

(i) In case of any transfers or rearrangement of forces any employee who is required by the United Transportation Union to transfer to a new point of employment requiring him to move his residence shall be entitled to be reimbursed for all expenses of moving his household and other personal effects and for the traveling ex-
penses of himself and members of his family. In addition to such benefits such employee shall receive a transfer allowance of $400.00 as well as his regular salary during the time required to make such transfer and for a reasonable time thereafter, (not to exceed one week), used in securing a place of residence in his new location. No claim for expenses under this Section shall be allowed unless the claim is submitted within ninety (90) days after the expenses are incurred. (j) The following provisions shall apply to the extent they are applicable in each instance to any employee who is retained in service of the United Transportation Union and who is required to change the point of his employment as a result of the unification and is therefore required by the Union to move his place of residence:

(1) If such person owns his home from which he is required to move, he shall at his option be reimbursed by the United Transportation Union for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the unification to be unaffected thereby.

(2) If such person is under contract to purchase his home, the United Transportation Union shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obliga-
tions under his contract.
(3) If such person holds an unexpired
lease of a dwelling occupied by him as his
home, the United Transportation Union
shall protect him from all loss and cost in
securing the cancellation of his lease.
(k) Changes in place of residence subsequent
to the initial change caused by the unification
and which grow out of the normal exercise of
seniority are not included within the provisions
of this Section.
(l) No claim for loss shall be paid under the
provisions of this Section which is not presented
within three (3) years from the date the em-
ployee is required by the United Transporta-
tion Union to move his residence to continue
employment.
(m) Should a controversy arise in respect to
the value of the home, the loss sustained in its
sale, the loss under a contract for purchase, loss
and cost in securing termination of lease, or any
other question in connection with these matters,
it shall be decided through joint conference be-
tween the employee or his representative, and
the representative of the United Transporta-
tion Union. In the event they are unable to
agree, the dispute may be referred by either
party to a board of three competent real estate
appraisers, selected in the following manner:
One to be selected by the employee or his rep-
resentative, and one by the representative of
the United Transportation Union, respectively;
these two shall endeavor by agreement within
ten (10) days after their appointment to select
the third appraiser, or to select some person
authorized to name the third appraiser, and in
the event of failure to agree, then the President
of the Real Estate Dealers Association in the
area where the property is situated shall be
requested, by either party, to appoint the third
appraiser. A decision of a majority of the ap-
praisers shall be required and said decision shall
be final and conclusive. The salary and expenses
of the third or neutral appraiser, including the
expenses of the appraisal board, shall be borne
equally by the parties to the proceedings. All
other expenses shall be paid by the party in-
curring them, including the salary or fee of the
appraiser selected by such party.

SECTION 6. (a) The purpose of this Section
is to provide for the protection of defined offi-
cers of the Order of Railway Conductors and
Brakemen, Brotherhood of Locomotive Fire-
men and Enginemen, Brotherhood of Railroad
Trainmen and Switchmen’s Union of North
America, herein referred to as the organizations,
and to expedite the changes in the service, fa-
cilities and operations involved in the unifica-
tion of the organizations.

(b) For the purpose of this Section, the term
“officer” is defined to mean all Grand Division
officers of the Order of Railway Conductors and
Brakemen, all Grand Lodge officers of the
Brotherhood of Locomotive Firemen and En-
ginemens and the Brotherhood of Railroad
Trainmen and all International officers of the Switchmen's Union of North America who are officers on the date immediately prior to the date the unification becomes effective.

(c) On the date the organizations are unified, the officers of the United Transportation Union shall be those as set forth in this Unification Agreement. The tenure, salary and duties of such officers shall be as stipulated in this Unification Agreement and the Constitution of the United Transportation Union. None of the first officers, as identified in Section 4 (a) of this Unification Agreement, shall be deprived of employment or placed in a worse position with respect to salary, vacation, health and welfare benefits, or rights and privileges pertaining thereto as a result of the unification. An officer shall not be regarded as deprived of employment or placed in a worse position with respect to his salary, vacation, health and welfare benefits, or rights and privileges pertaining thereto (1) in case of his resignation, death, retirement, or removal for cause or (2) his failure to be elected or appointed to an office of the United Transportation Union.

(d) The United Transportation Union will adopt, preserve and continue the Supplemental Retirement Pension Plan adopted by the Brotherhood of Railroad Trainmen effective July 1, 1967, and make it applicable to the officers, General Chairmen and Legislative Directors of the United Transportation Union which will provide benefits under this Supplemental Re-
tirement Pension Plan to officers, General
Chairmen and Legislative Directors of the or-
ganizations on the same terms and conditions
as they were available to officers, General
Chairmen and Legislative Representatives of
the Brotherhood of Railroad Trainmen, includ-
ing the providing for credit for service with the
organizations in the same manner and to the
same extent that service with the Brotherhood
of Railroad Trainmen was credited. The Order
of Railway Conductors and Brakemen, Broth-
erhood of Locomotive Firemen and Enginemens
and Switchmen’s Union of North America will
each place in escrow, prior to the effective date
of the Unification, a sum of money sufficient to
fund the prior service liability of the officers,
General Chairmen and State Legislative Rep-
resentatives of the Order of Railway Conduc-
tors and Brakemen, Brotherhood of Locomotive
Firemen and Enginemens and Switchmen’s
Union of North America, to the same extent
that the Brotherhood of Railroad Trainmen has
funded the prior service liability of its officers,
General Chairmen and State Legislative Repre-
sentatives, with instructions to the escrow agent
to deliver and pay over said funds to the Trus-
tee of the Pension Plan after the Unification
becomes effective and the pension plan is
amended to make it the Pension Plan of the
United Transportation Union. In determining
the amounts to be placed in escrow the decision
of the actuaries of the pension plan shall be final
and binding.
(e) In the case of any transfers or rearrangement of forces, any officer who is required by the United Transportation Union to transfer to a new point of employment, requiring him to move his residence, shall be reimbursed for all expenses of moving his household and other personal effects, plus the traveling expenses of himself and members of his family. In addition to such benefits, such officer shall receive a transfer allowance of $400.00 as well as his regular salary during the time required to make such transfer and for a reasonable time thereafter (not to exceed one week), used in securing a place of residence in his new location. No claim for expenses under this Section shall be allowed unless the claim is submitted within ninety (90) days after the expenses are incurred.

(f) The following provisions shall apply to the extent they are applicable in each instance to any officer who is required to change the point of his employment as a result of such unification and is therefore required by the Union to move his place of residence:

1. If such officer owns his home from which he is required to move, he shall at his option be reimbursed by the United Transportation Union for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the unification to be unaffected thereby.

2. If such officer is under contract to
purchase his home, the United Transportation Union shall protect him against loss to the extent of the fair value of any equity he may have in the home, and in addition, shall relieve him from any further obligation of his contract.

(3) If such officer holds an unexpired lease on the dwelling occupied by him as his home, the United Transportation Union shall protect him from all loss and cost in securing the cancellation of his lease.

(g) No claim for loss shall be paid under the provisions of this Section which is not presented within three (3) years from the date the officer is required by the United Transportation Union to move his residence to continue employment.

(h) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under the contract to purchase, the loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conferences between the officer or his representative and the representative of the United Transportation Union. In the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers selected in the following manner: One to be selected by the officer or his representative, and one by the representative of the United Transportation Union, respectively; these two shall endeavor by agreement, within ten (10) days after their appointment,
to select the third appraiser, or to select some
person authorized to name the third appraiser,
and in the event of failure to agree, then the
President of the Real Estate Dealers Associa-
tion in the area where the property is situated
shall be requested, by either party, to appoint
the third appraiser. The decision of a majority
of the appraisers shall be required and said de-
cision shall be final and conclusive. The salary
and expense of the third or neutral appraiser,
including the expense of the appraisal board,
shall be borne equally by the parties to the pro-
ceedings. All other expenses shall be paid by
the party incurring them, including the salary
or fee of the appraiser selected by such party.

SECTION 7. The Order of Railway Conduc-
tors and Brakemen, Brotherhood of Locomo-
tive Firemen and Enginemen, Brotherhood of
Railroad Trainmen and Switchmen's Union of
North America recognize that in order for the
United Transportation Union to afford its mem-
bers the best possible representation it will be
necessary for some former Divisions, Lodges
and Locals to be unified—others dissolved. Also,
it may be necessary for new Locals to be estab-
lished. Furthermore, it may be advisable in
certain instances to transfer members from one
Local to another in order to maintain a line of
demarcation between the crafts in this new or-

(a) (1) On the effective date of the new

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organization all subordinate Divisions, Lodges, and Locals of the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America shall become subordinate Locals of the United Transportation Union and continue to function as separate Locals under the applicable laws of the United Transportation Union, except as otherwise provided herein.

(a) (2) Each Local of the United Transportation Union will use the same supplies, equipment and reporting procedures as required under former laws of their organization until March 31, 1969, or until new supplies and equipment are made available. Pending the issuance of new Charters and the assignment of new numbers to become effective April 1, 1969, Locals will retain their old Charters and will be identified by their former Division, Lodge or Local number with the addition of prefixes “C” for former Order of Railway Conductors and Brakemen Divisions, “E” for former Brotherhood of Locomotive Firemen and Enginemen Lodges, “T” for former Brotherhood of Railroad Trainmen Lodges, and “S” for former Switchmen's Union of North America Locals.

(a) (3) Local dues, assessments, salaries, allowances, etc., established by the former Divisions, Lodges and Locals of the former separate organizations shall remain in effect subject to change as provided by terms of this Unification Agreement and the laws of the United
Transportation Union.

(b) (1) On properties where former Order of Railway Conductors and Brakemen Divisions, or Brotherhood of Railroad Trainmen Lodges, or Switchmen's Union of North America Locals were established, but such Divisions, Lodges, or Locals do not hold bargaining rights for any of its members, such Locals will be dissolved, except in a location where a contract Local does not exist, the non-contract Local will become identified as a Local in the United Transportation Union and assigned jurisdiction, provided such Local qualifies for a Charter under this Section 7 and the Constitution.

(b) (2) Members of Locals which are dissolved will be transferred and thereafter pay dues and assessments as established by the Local to which they are transferred. Should ten (10) or more members comprising not less than 25% of the members of the Local thus transferred, petition the Secretary of the Local to which transferred for an election of a new Local Committee of Adjustment for their craft, an election will be held in accordance with the provisions of the Constitution of the United Transportation Union.

(NOTE: This paragraph applicable only to the dissolution of non-contract Locals.)

(c) (1) On or after the effective date of unification Locals desiring to voluntarily consolidate date may do so, subject to the approval of the President.
(c) (2) Subject to applicable provisions of Section 8 of the Unification Agreement, Locals with less than ten (10) full dues paying members that have not voluntarily merged with another United Transportation Union Local on or before April 1, 1969, shall be merged into another United Transportation Union Local at the direction of the President after that date, including the consolidation of Local Grievance Committees or Local Committees of Adjustment that would have identical jurisdiction as result of being consolidated.

(c) (3) Subject to applicable provisions of Section 8 of the Unification Agreement, Locals on the same carrier (except as provided in Paragraph (b) (1)) having less than twenty (20) full dues paying members and having identical jurisdiction with another United Transportation Local that has not voluntarily merged on or before January 1, 1970, or one (1) year from the date of unification, shall be merged (if so deemed to be in the best interest of the United Transportation Union) at the direction of the President after that date, subject to appeal to the Disputes Committee provided in Section 12. Identical jurisdiction is defined as having precisely coextensive seniority rights. In yards identical jurisdiction is defined as having precisely coextensive seniority rights within the same yard, terminal, or switching limits.

EXAMPLE: United Transportation Union Local No. 100 has jurisdiction over a craft
of employees restricted by exclusive seniority rights to working within a given area limited and specifically defined by yard, terminal, or switching limits. United Transportation Union Local No. 200 has jurisdiction over another craft of employees likewise restricted by exclusive seniority rights to working within precisely the same given area limited and specifically defined by the same yard, terminal, or switching limits. If either Local No. 100 or Local No. 200 has less than twenty (20) full dues paying members, they are subject to being merged because they have identical jurisdiction as defined above.

In the application of this Paragraph (c) (3), the following applies to:

Locals of road conductors and road brakemen on the same carrier having less than twenty (20) full dues paying members, except as provided in Paragraph (b) (1), having jurisdiction similar to the jurisdiction of another United Transportation Union Local over the same territory, which have not voluntarily consolidated prior to January 1, 1970, or one year from the date of unification, shall be consolidated subsequent to that date at the direction of the President if deemed to be in the best interest of the United Transportation Union, subject to appeal to the Disputes Committee provided in Section 12.

EXAMPLE: United Transportation Union Local No. 10 has jurisdiction over a craft
of employees working between A & C having less than twenty (20) members. United Transportation Union Local No. 11 has jurisdiction over a craft of employees working in Terminal A and jurisdiction over another craft of employees working between A & C. Locals 10 and 11 have similar jurisdiction in that each Local represents a craft of employees working between A & C. Such Locals would be subject to consolidation.

The Locals involved may report circumstances or information showing that consolidation of the Locals would not be in the best interests of the Locals and the United Transportation Union. Any Local that believes a consolidation of the Local with another Local will not be in the best interest of his Local, or the United Transportation Union may file written objection with the President of the United Transportation Union, specifying the basis for such objection within sixty (60) days from date of Consolidation Notice. The filing of such written objection will serve to stay the consolidation pending a final decision. If the President’s decision is unacceptable to the Local involved an appeal may be taken to the Disputes Committee for a decision.

(d) When Locals consolidate or dissolve the responsible officers of Locals involved will prepare an audit and make an orderly transfer of the members, funds, files, and property to the
appropriate Local officer(s) of the Local to
which being transferred or the new Local being
established.
(e) (1) The Presidents of Locals consolidat-
ing will arrange for a joint meeting to be held
not later than thirty (30) days prior to the date
of consolidation of such Locals for the purpose
of:
Receiving nomination petitions for officers
(not committeemen) of the consolidated
Local.
Establishing uniform Local dues.
Adopting Local by-laws, which shall in-
clude, but not limited to, time and place
of meeting and salaries to be paid to offi-
cers, if any.
(e) (2) Written notice of such meeting and
the purpose therefor must be extended by the
Secretaries of each Local involved to the mem-
ers under their jurisdiction and the President
of the United Transportation Union at least
fifteen (15) days prior to such meeting.
(e) (3) At the first joint meeting the mem-
ers present shall elect a President, Vice Presi-
dent and Secretary as temporary officers. Sub-
sequent meetings, if necessary, will be scheduled
as determined by the members present at each
joint meeting. The temporary officers elected
at the first joint meeting will serve until the
purpose for which the meetings were called has
been accomplished.
(e) (4) Election of new officers for the con-
solidated Local will be held in accordance with
216 the applicable laws and regulations of the
217 United Transportation Union, and officers of
218 the Locals to be consolidated will cooperate with
219 the temporary officers as necessary in conduct-
220 ing the election of officers.
221 (e) (5) Secretaries of the Locals involved will
222 promptly advise their respective members of
223 the newly elected officers, time and place of the
224 meeting of the new Local.
225 (f) A Charter of a Local may be revoked or
226 surrendered in accordance with provisions of
227 the Constitution.
228 (g) Nothing in this Section 7 will serve to
229 prevent a Local of the United Transportation
230 Union from granting a group of members at an
231 outlying point a local representative.
232 (h) Not less than twenty-five (25) members
233 employed on a seniority district of a carrier, 234
235 where a local of the United Transportation
236 Union has not been established, or has no iden-
237 tical jurisdiction, may petition the President
238 for a Charter for a Local; provided, that on car-
239 riers where no Local is established, any number
240 of members may petition for a Charter. (The
241 issuance of new Charters as referred to in Para-
242 graphs (a) (2), and (b) (1) of this Section 7
243 will not be subject to qualifying under this
244 paragraph).
245 (i) Regular or special sessions of the Inter-
246 national Convention shall be limited to nine-
247 teen (19) consecutive calendar days (following
248 each other in chronological sequence without
249 break or interruption).
This Section shall not be subject to change prior to the Fourth Regular Convention of the United Transportation Union.

SECTION 8. On the effective date of the new organization, all Local Committees of Adjustment of the Order of Railway Conductors and Brakemen, Local Grievance Committees of the Brotherhood of Locomotive Firemen and Enginemen, Local Grievance Committees of the Brotherhood of Railroad Trainmen and Local Adjustment Committees of the Switchmen's Union of North America shall become Local Committees of Adjustment of the subordinate Locals of the United Transportation Union and continue to function as separate Local Committees of Adjustment under applicable laws of the United Transportation Union, except as otherwise provided in Article 81 of the Constitution and this Section.

Officers of former Order of Railway Conductors and Brakemen Local Committees of Adjustment shall serve until their successors are elected and assume office as provided in Article 57 of the United Transportation Union Constitution.

On properties where former Order of Railway Conductors and Brakemen Local Committees of Adjustment, Brotherhood of Railroad Trainmen Local Grievance Committees or Switchmen's Union of North America Local Adjustment Committees were established, but did not hold a contract for any craft, such Committees
shall be dissolved effective January 1, 1969, except as provided in Section 7. Any funds, properties and grievances of such Committees shall be transferred to the accounts of the Local Committee of Adjustment having jurisdiction.

Dues, assessments, salaries, expense allowances, etc., established for former Order of Railway Conductors and Brakemen Local Committees of Adjustment, Brotherhood of Locomotive Firemen and Enginemen Local Grievance Committees, Brotherhood of Railroad Trainmen, Local Grievance Committees and Switchmen's Union of North America Local Adjustment Committees will remain in effect, subject to change as provided by the laws of the United Transportation Union.

SECTION 9. On the effective date of the new organization, all General Committees of Adjustment of the Order of Railway Conductors and Brakemen, General Grievance Committees of the Brotherhood of Locomotive Firemen and Enginemen, General Grievance Committees of the Brotherhood of Railroad Trainmen, General Adjustment Committees of the Switchmen's Union of North America shall become General Committees of Adjustment of the United Transportation Union and continue to function as separate General Committees of Adjustment under applicable laws of the United Transportation Union, except as otherwise provided in Article 82 of the Constitution and this
Section.

On properties where former Order of Railway Conductors and Brakemen General Committees of Adjustment, Brotherhood of Railroad Trainmen General Grievance Committees or Switchmen's Union of North America General Adjustment Committees were established but did not hold a contract for any craft, such Committees shall be dissolved effective January 1, 1969. Any funds, properties and grievances of such Committees shall be transferred to the accounts of the remaining General Committee of Adjustment of the United Transportation Union having jurisdiction on the property. The General Committee having jurisdiction shall not assume any deficit account of the General Committee being dissolved.

Officers of former Order of Railway Conductors and Brakemen General Committees of Adjustment shall serve until their successors are elected and assume office as provided in Article 82 of the United Transportation Union Constitution.

Dues, assessments, salaries, expense allowances, etc., established by former Order of Railway Conductors and Brakemen General Committees of Adjustment, Brotherhood of Locomotive Firemen and Enginemen General Grievance Committees, Brotherhood of Railroad Trainmen General Grievance Committees and Switchmen's Union of North America General Adjustment Committees will remain in effect, subject to change as provided by the laws
of the United Transportation Union.
In accordance with the provisions of Article
84 of the Constitution, on date of unification
the General Secretary and Treasurer of the
United Transportation Union shall establish for
each General Committee of Adjustment an ac-
count to which all assessments and funds shall
be credited. Concurrent with the foregoing the
responsible officers of each former Brotherhood
of Locomotive Firemen and Enginemen General
Grievance Committee shall forward all funds,
other than those invested, to the General Sec-
retary and Treasurer to be credited to the ac-
count of their respective Committees. As soon
as practicable, but not later than October 15,
1969, all funds which had been invested, along
with the interest realized therefrom, shall like-
wise be forwarded to the General Secretary and
Treasurer and credited to the account of the
appropriate General Committee of Adjustment.

SECTION 10. A. LEGISLATIVE - UNITED
STATES
(1) On the effective date of unification, Order
of Railway Conductors and Brakemen State
Legislative Boards, Brotherhood of Locomotive
Firemen and Enginemen State Legislative and
Education Boards, and Brotherhood of Rail-
road Trainmen State and District of Columbia
Legislative Boards shall become State or Dis-
trict of Columbia Legislative Boards of the
United Transportation Union, and their re-
pective officers shall be the Executive Com-

47
mittees of such Boards.

Concurrent with the above, the Order of Railway Conductors and Brakemen State Legislative Representatives, Brotherhood of Locomotive Firemen and Enginemem State Legislative Representative and Education Chairmen, and the Brotherhood of Railroad Trainmen State Legislative Representatives shall be known as State Legislative Directors of their respective Boards.

(2) Officers of the former respective Legislative Committees shall serve until their successors are elected and assume office as provided in Article 93 of the United Transportation Union Constitution.

(3) On the effective date of unification, States in which more than one State Legislative Board is located, two of which maintain a Director on a full-time basis and one on a part-time basis, the Officers and Executive Committees shall remain intact and function as separate bodies. The part-time Legislative Director shall serve as recommended by his Executive Committee subject to approval of the President.

In these circumstances, a fund shall be maintained for engine-service members and a separate fund for ground-service members. Assessments on the individual members in the State involved will be an amount necessary to maintain a sufficient fund to meet the needs of the Boards.

(4) On the effective date of unification, States in which there is more than one Legislative
Board, only one of which maintains a Director on a full-time basis, each Board, along with its Officers and Executive Committee, shall remain intact and function as separate bodies. The part-time Directors shall serve as recommended by their respective Executive Committees subject to approval by the President.

(5) On the effective date of unification, a State or the District of Columbia in which State Legislative Boards are located and do not maintain a Director on a full-time basis, each Board, along with its Officers and Executive Committee shall remain intact and function as separate bodies. The Director of each Board shall serve as recommended by its Executive Committee subject to approval by the President.

(6) States in which more than one Legislative Board is maintained the Legislative Assessments of each Legislative Board in a given State shall be not less than that of the Brotherhood of Railroad Trainmen in that State.

(7) Notwithstanding the foregoing, State Legislative Boards may unify. In arriving at the terms of such unification, the joint Boards shall be guided by the principles and procedures employed in the unification of the separate organizations into the United Transportation Union.

In no event may a unification arrangement conflict with the laws and policy of the United Transportation Union.

(8) Pending unification of the separate committees and boards within a State, the separate committees and boards shall cooperate in the
development of joint legislative programs in-
cluding the endorsement of candidates for state
offices and making recommendations for candi-
dates for the U. S. Senate and House of Repre-
sentatives in order that there may be a unanim-
ity in the legislative programs to protect the
welfare of members of the United Transporta-
tion Union.

In the event a dispute arises among the com-
mittees or boards within a State with respect
to the endorsement of political candidates or
legislative programs involving the welfare of
the members of the United Transportation
Union, such dispute shall be submitted to the
President of the United Transportation Union
for his determination.

(9) All funds held by the Order of Railway
Conductors and Brakemen, Brotherhood of
Locomotive Firemen and Enginemen, Brother-
hood of Railroad Trainmen State and District
of Columbia Legislative Boards shall be depos-
ited with and handled by the General Secretary
and Treasurer of the United Transportation
Union. All funds received from a State or the
District of Columbia Legislative Board will be
credited to a common fund for that State or
the District of Columbia with the exception
that States in which two (2) full time Directors
are maintained the funds shall be separate. All
funds will be deposited with the General Secre-
tary and Treasurer of the United Transporta-
tion Union as soon as possible after the unifica-
tion of the State or District of Columbia Legis-
ative Boards, but not later than July 1, 1969.

(10) The reorganization meetings of State and the District of Columbia Legislative Boards to be held in 1972 shall be convened at the direction of the President of the United Transportation Union with due consideration as to the wishes of the Chairmen of the respective boards with regard to location and date.

Upon the reorganization of these Boards, the provisions of this Section 10. A., shall become void after which the Boards shall be governed by the provisions of the Constitution.

B. LEGISLATIVE - CANADA

(1) On the effective date of unification, Brotherhood of Railroad Trainmen Provincial Sub-Legislative Boards shall become Provincial Sub-Legislative Boards of the United Transportation Union. The Executive Officers of such Boards shall continue to retain their respective offices until the first reorganization meeting.

(2) Effective January 1, 1969, Brotherhood of Locomotive Firemen and Enginemen Canadian Legislative and Education Board shall be abolished. Simultaneous therewith, the Provincial Vice Chairman shall become Assistant Chairman of the Sub-Legislative Board located in their respective Provinces. They shall serve in this capacity as directed by the Chairman until the first convention of the United Transportation Union, at which time, the provisions of the Constitution shall prevail.

(3) On the effective date of the new organization, or as soon as possible thereafter but not
later than April 1, 1969, all funds of the Brotherhood of Locomotive Firemen and Enginemen Legislative and Education Board and Brotherhood of Railroad Trainmen Legislative Board shall be deposited with and handled by the General Secretary and Treasurer of the United Transportation Union after which the funds received from the Locals shall be credited to the appropriate Legislative Fund. In these circumstances, a fund shall be maintained for engine-service members and a separate fund for ground-service members. Assessments on the individual members will be an amount necessary to maintain a sufficient fund to meet the needs of the Board, including the salary and expenses of the Assistant Canadian Legislative Represen-
tative.

C. LEGISLATIVE - LOCALS, UNITED STATES AND CANADA

(1) A United States Local having no Legislative Representative as of January 1, 1969, an election will be held as soon thereafter as possible to fill such office. In cases in which the individual having been elected as Representative is a ground-service employee, he shall be a member of the ground-service Legislative Board. Should the individual elected as Representative be an engine-service employee, he shall be a member of the engine-service Legislative Board. A Canadian Local having no Legislative Represen
tative as of January 1, 1969, an election will be held as soon thereafter as possible to fill such office. The individual elected shall be-
178 come a member of the Sub-Legislative Board
179 in the Province.
180 (2) In the event of a consolidation of two or
181 more Locals, the Legislative Representatives of
182 such Locals shall promptly meet and endeavor
183 to agree upon which of the Representatives shall
184 be a member of the State, District of Columbia
185 or Provincial Legislative Board, as well as an
186 arrangement whereby each of the Representa-
187 tives shall share in performing legislative work
188 as required by their Local or the State, District
189 of Columbia or Provincial Legislative Board.
190 The Local and the State, District of Columbia
191 or Provincial Legislative Board shall be prompt-
192 ly advised as to the Representative who will be
193 the member of the State, District of Columbia
194 or Provincial Board and the arrangement agreed
195 upon in sharing the legislative work. Legislative
196 Representatives failing to agree upon such a
197 plan within ninety (90) days from date of con-
198 solidation, shall report to the Local their in-
199 ability to agree, whereupon the office of Legis-
200 lative Representative shall be declared vacant
201 and an election shall be held to fill such vacancy
202 in accordance with the provisions of Article 57
203 of the Constitution.

1 SECTION 11. In the event a national move-
2 ment involving wages, rules and/or working
3 conditions is being progressed by the Order of
4 Railway Conductors and Brakemen, Brother-
5 hood of Locomotive Firemen and Enginemen,
6 Brotherhood of Railroad Trainmen or Switch-
men's Union of North America on the date the
new organization is established, such movement
shall be progressed to a conclusion in ac-
ddance with the laws of the respective former
organizations prior to the establishment of the
new organization.

SECTION 12. A Disputes Committee shall
be established and maintained, consisting of
eight (8) members. The Presidents of the form-
er Order of Railway Conductors and Brakemen,
Brotherhood of Locomotive Firemen and En-
ginemen, Brotherhood of Railroad Trainmen
and Switchmen's Union of North America shall,
each, appoint two (2) members from the mem-
ership of their respective organizations to
serve on the Committee. They shall also appoint
six (6) alternate members to fill vacancies cre-
ated among the members appointed by them
and to serve when the members appointed by
them are unable to serve.

Any decision, with respect to the inter-
tation or application of any of the provisions of
this Unification Agreement, may be appealed
to the Disputes Committee. A majority vote of
the members of the Committee shall be neces-
sary to render decisions on appeals.

In the event the Committee is unable to
reach a decision on an appeal submitted to it,
the Committee shall agree upon the selection
of a neutral referee to act with the Committee.
The neutral selected, shall sit and act with the
Committee as necessary, to render decisions on
appeals upon which the Committee is unable
to reach a decision.

Appeals must be timely submitted to the
General Secretary and Treasurer of the United
Transportation Union, with a statement of all
relevant facts and circumstances. Copies of the
appeal and reply to the appeal must be ex-
changed by the opposing party or parties.
The President shall convene the Disputes
Committee to consider the appeal within sixty
(60) days from receipt thereof and in the event
the Committee fails to reach a decision or is
unable to reach a decision within ten (10) days
from the date the Committee completes hearing
on the appeal, the neutral referee shall sit with
the Committee and render a decision. Decision
of the Committee shall be final and binding on
the parties.
The parties involved in a dispute shall be
notified when the appeal is to be heard and they
may appear before the Committee and present
oral testimony and evidence in support of their
position provided notice of such intention is
given.
The neutral selected, shall be compensated
for his service and necessary expenses by the
United Transportation Union. The members of
the Committee shall be compensated for their
service and expenses as provided by the Con-
stitution of the United Transportation Union.

SECTION 13. (1) Craft autonomy is a con-
dition of acceptance of the Unification Agree-
ment.
(2) The objective of each craft shall be protected and advanced in all collective bargaining processes.

(3) Separate craft movements on wages and rules will be permitted if in the opinion of the President and a majority of the Assistant Presidents such movements are deemed advisable.

(4) Separate crafts as referred to herein are those as designated by the National Mediation Board as of the date of this Unification Agreement.

SECTION 14. Local working conditions of a craft over which a Local has jurisdiction may not be revised or changed unless authorized to do so by a majority of the votes cast by the members affected and working in the craft. If more than one craft is affected, the issue shall be determined by a majority vote of each and every affected craft, i.e., in the event any one of the crafts affected rejects the issue, the matter shall remain unchanged.

General Committees of Adjustment may revise general or system schedule rules, amend existing rules and establish new rules. A General Committee of Adjustment which, on or after the date of unification, consolidates with another Committee and any officer(s) who may be assisting Committees shall not revise or amend general or system schedule rules of any craft represented by said Committee unless authorized to do so by a majority vote of the Local Chairmen representing that craft on the
General Committee of Adjustment.

The provisions of this Section may not be changed by the United Transportation Union except upon the approval of a majority vote of the members of each of the crafts represented by the United Transportation Union.

SECTION 15. The Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America have agreed to unite and form a new labor union upon the terms and conditions contained in this Unification Agreement. The terms and conditions of unification have been carefully formulated to protect the present and future interests of the merging organizations and the employees represented by them, as well as to permit the United Transportation Union to function as an efficient and effective single organization so as to accomplish the purposes of unification. The Unification Agreement is, therefore, made a contractual condition of the unification.

The provisions of this Unification Agreement shall not be subject to modification or repeal by action of any convention of the United Transportation Union except as is otherwise provided in this Unification Agreement.

In the event of any conflict between the provisions of the Unification Agreement and the provisions of the Constitution of the United Transportation Union, the provisions of this
27 Unification Agreement shall prevail.
28 This Agreement, signed this 16th day of
29 August, 1968, shall not become effective until
30 adopted as provided in Section 1 hereof.
ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

C. F. Lane

W. D. Hopkins

D. S. Pannell

W. D. Huff

J. B. Smith

W. G. Stanley

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BROTHERHOOD OF RAILROAD TRAINMEN

L. E. Chester
C. E. Wible
J. R. Snyder
P. LaRochelle
G. J. Cahill
R. M. Crago
T. A. Kunz
J. M. Hicks
J. F. Hoffman
E. Harris
SWITCHMEN'S UNION OF NORTH AMERICA

N. P. Speirs
D. W. Collins
L. C. Chisholm
J. R. Burge
J. L. Green
R. D. Hanson
C. E. Cook
R. C. Flanders
T. P. Lovelace
C. W. Zies

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