AGREEMENT
DATED SEPTEMBER 27, 1961
BETWEEN
RAILROADS REPRESENTED BY THE
EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES
AND
EMPLOYEES OF SUCH RAILROADS
REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA
AGREEMENT

This Agreement made this 27th day of September, 1961, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon represented by the Railroad Yardmasters of America, through its National Conference Committee, witnesseth:

IT IS AGREED:

Note: The term "yardmaster" as used in this agreement shall include all employees subject to this agreement.

ARTICLE I - COST-OF-LIVING ADJUSTMENT

(a) The cost-of-living allowance in effect May 1, 1960 ($34.00 per month) shall be included in, and made a part of, the then existing basic rates of pay.

(b) The cost-of-living adjustment provisions in the existing agreements are hereby cancelled.

(c) The cost-of-living adjustment of $4.00 per month which became effective November 1, 1960, and the cost-of-living adjustment of $2.00 per month which became effective May 1, 1961, are cancelled and amounts paid under those adjustments shall be deducted from the retroactive adjustment due in connection with the increases in rates of pay provided for in Article II hereof.

ARTICLE II - INCREASES IN RATES OF PAY

(a) Effective July 1, 1960, each basic monthly rate of pay in effect on June 30, 1960, as adjusted under paragraph (a) of Article I hereof, shall be increased by two per cent.

(b) Effective March 1, 1961, each basic monthly rate of pay in effect on February 23, 1961, shall be increased by two per cent of such rate as in effect on June 30, 1960, as adjusted under paragraph (a) of Article I hereof.

(c) In the application of the increases in rates of pay provided in paragraphs (a) and (b) of this Article II -

1. The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.

2. The straight time hourly rate shall be determined by dividing the monthly rate by 174.

(d) All employees who were on the payroll of the carrier on July 1, 1960, or who were hired subsequent thereto, regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this agreement.

ARTICLE III - HOLIDAY PAY

Effective July 1, 1961, each yardmaster's monthly rate of pay shall be further adjusted by adding the equivalent of 28 straight time hours based on the basic monthly rate of pay in effect on June 30, 1961, to the annual compensation (computed by multiplying the monthly rate in effect on June 30, 1961 by 12) and the sum resulting from such addition shall be divided by 12 in order to establish a new monthly rate.
Thereafter -

(1) The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.

(2) The straight time hourly rate shall be determined by dividing the monthly rate by 176-1/3.

This Article III shall not apply on any road on which under existing rules yardmasters are paid additionally for work on holidays.

ARTICLE IV - DURATION OF AGREEMENT

The increases provided in Articles II and III shall be effective from the dates respectively specified therein until November 1, 1961, and thereafter until changed in accordance with the Railway Labor Act. No other increases or decreases in rates of pay shall be made effective before November 1, 1961.

ARTICLE V - HOLIDAYS

Effective with the date of this agreement, in instances when a recognized holiday, or the day such holiday is observed by the State or nation, falls on an assigned work day of a regular yardmaster assignment which is blanked on that day the yardmaster then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yardmaster assignment.

ARTICLE VI - VACATIONS

Effective January 1, 1961, with the exception of the existing rules that are superseded by Sections 2(a) and 2(c) hereof, all vacation rules, agreements, understandings or practices however established, covering yardmasters subject to the provisions of agreements in effect between the carriers listed in Exhibits A, B and C attached hereto and made a part hereof, and the yardmasters of such carriers represented by the Railroad Yardmasters of America, are cancelled. Existing rules which are superseded by Sections 2(a) and 2(c) hereof are cancelled effective January 1, 1962. Effective January 1, 1961, except as hereinafter specifically provided the following agreements shall apply to such employees:

On carriers where Agreement "A" dated November 2, 1950, as amended, or its equivalent is in effect:

Section 1(a)(1)

An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year.

Section 1(a)(2)

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has fifteen or more years of continuous service with the employing carrier.
On carriers where Agreement "A," dated November 2, 1950, as amended, or its equivalent is not in effect:

Section 1(b)(1)

An annual vacation of two weeks (12 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred thirty-two (132) days during the preceding calendar year.

Section 1(b)(2)

An annual vacation of three weeks (18 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has fifteen or more years of continuous service with the employing carrier.

On all carriers:

Section 1(c)

Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yardmaster with less than three years of continuous service with the employing carrier, a maximum of 20 such days for a yardmaster with three but less than fifteen years of continuous service with the employing carrier and 30 such days for a yardmaster with fifteen or more years of continuous service with the employing carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Section 1(c). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20, or 30 days respectively.

Section 1(d)

In instances where yardmasters have performed seven months' service as such with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation under Section 1(a)(1) or Section 1(b)(1), as the case may be, in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such yardmasters in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify under Section 1(a)(2) or Section 1(b)(2), as the case may be, upon their return to service as yardmasters with the employing carrier.

(Note to Sections 1(a) and 1(b): A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)
Section 2(a) - Effective January 1, 1962 -

Local officers of the carrier and local committees of the organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the yardmasters in seniority order.

Section 2(b)

(1) - When vacations are afforded

(i) - A yardmaster having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.

(ii) - A yardmaster not having a regular assignment will be paid while on vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period preceding the vacation during which he performed service for the number of vacation days to which entitled under Section 1.

(2) - When vacations are not afforded

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(i) - A yardmaster having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under Section 1.

(ii) - A yardmaster not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under Section 1.

Section 2(c) - Effective January 1, 1962 -

A yardmaster who performs service as yardmaster on any day of his assigned yardmaster vacation period will be paid for such service at time and one-half rather than straight time in addition to vacation pay provided in Section 2(b).

Section 2(d)

Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be applied to create a vacation, or allowance therefor, of more than the maximum number of days provided for in either of such schedules.
Section 2(g)

The vacation provided for in this agreement shall be considered to have been earned when the yardmaster has qualified under Section 1 hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the yardmaster has qualified therefor under Section 1. If a yardmaster thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 2(f)

Vacations shall not be accumulated or carried over from one vacation year to another.

Section 3.

Except as otherwise provided herein this vacation rule shall be effective as of January 1, 1961 and shall be in full force and effect for a period of two years from January 1, 1961 and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1962 or in any subsequent year), by any carrier or organization party hereto, of desire to change this rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

ARTICLE VII - DISPUTES COMMITTEE

(a) Any dispute involving the interpretation or application of any of the terms of this Agreement and not settled on the carrier may be referred jointly or by either party for decision to a committee, the carrier members of which shall be the chairman of the carriers' conference committees signatory hereto, or their representatives or successors, and the employee members of which shall be three representatives selected by the Railroad Yardmasters of America. The committee shall meet twice annually, between January 1 and June 30, and between July 1 and December 31, if any disputes are to be decided. A majority vote of members of the committee shall be necessary to decide a dispute. In the event the committee as so constituted is unable to reach a decision with respect to any submitted dispute or disputes, the committee shall endeavor to agree upon the selection of a neutral referee to sit with the committee and act as a member thereof in the decision of such submitted dispute or disputes. Should the committee be unable or fail to agree upon the selection of a neutral referee, any three members of the committee may request the National Mediation Board to appoint a neutral referee. Decisions of the committee shall be final and binding upon the parties to the dispute or disputes.
(b) Unless otherwise agreed to by the Disputes Committee, disputes which have been duly submitted to the committee in conformity with the procedures adopted to implement this Article VII between January 1 and June 30, both inclusive, in any year shall be decided or deadlocked between July 1 and December 31 of that year; and such disputes as are so submitted between July 1 and December 31 of any year, both inclusive, shall be decided or deadlocked between January 1 and June 30 of the following year. Should a party hereto fail or refuse on any occasion to select its members to serve on the committee, or fail or refuse to meet within the time limit, then the representatives of the other party may apply to the National Mediation Board to appoint a neutral referee to decide such dispute or disputes.

ARTICLE VIII - COURT APPROVAL

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

ARTICLE IX - EFFECT OF THIS AGREEMENT

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 October 1, 1959 and the proposals served by the individual railroads on organization representatives of the employees involved subsequent to October 1, 1959, to be handled concurrently with the organization's notice of October 1, 1959, 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, except as provided in Articles IV and VI hereof, until changed or modified in accordance with the provisions of the Railway Labor Act.


FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA, YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

[Signatures]
FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

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<tr>
<th>Name</th>
<th>Signature</th>
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<tr>
<td>J. Short</td>
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<td>J. E. Wolfe</td>
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<td>M. Cornet</td>
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<td>E. H. Hallmann</td>
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<td>A. O. Hanson</td>
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<td>E. B. Herdman</td>
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<td>W. H. Schomp</td>
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FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT C:

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<tr>
<td>L. Profile</td>
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<td>W. A. Baker</td>
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<td>B. D. Bryant</td>
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<td>M. Sanders</td>
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<td>F. H. Day Jr.</td>
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<td>T. W. P.</td>
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<td>W. A. Scholl</td>
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</table>
Eastern railroads which have authorized representation by the Eastern Carriers' Conference Committee in the handling of notices served on or about October 1, 1959, on the individual railroads by the General Chairmen, or other recognized representatives, of the RAILROAD YARDMASTERS OF AMERICA of desire to revise and supplement all existing agreements in accordance with the proposals set forth in Sections 1, 2, 3 and 4 of Appendix "A" of said notices of October 1, 1959; also, for concurrent handling Carrier Notices for $30.00 per month wage decrease and cancellation of cost-of-living adjustment provisions, and amendment of existing agreements as set forth in Attachment "A" appended thereto.

(Authority, as to classes of employees, is co-extensive with notices filed and with the provisions of current schedule agreements applicable to employees represented by the Railroad Yardmasters of America.)

Baltimore & Ohio
  Baltimore & Ohio-Chicago Terminal
  Staten Island Rapid Transit
Boston & Maine
Boston Terminal
Buffalo Creek
Cleveland Union Terminals
Chicago River & Indiana
Delaware & Hudson
Detroit Terminal
Erie-Lackawanna
  (formerly DL&W and Erie)
Grand Trunk Western
Lehigh & New England
Lehigh Valley
Long Island (Notice dated 9-24-59)
Monon
New York, Chicago & St. Louis
Pennsylvania
Pittsburgh & Lake Erie
Pittsburgh & West Virginia
Pittsburgh, Chartiers & Youghiogheny
Washington Terminal

FOR THE CARRIERS:

W.L. McFayden

Washington, D.C.
September 25, 1961

FOR THE EMPLOYEES:

W.J. Shick
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

CHAIRMAN
W. J. Baker

Counsel
J. K. King Jr.

Witness
W. L. Scholl

Chairman,
National Mediation Board

Mediator,
National Mediation Board
MEMORANDUM

It is understood by the parties to the agreement of September 27, 1961, of which this memorandum is a part, that the organization signatory thereto does not by the execution of such agreement accept or subscribe to the findings or comments of Emergency Board No. 137 respecting premium pay in addition to the monthly rate for holiday work or claimed wage inequities and the execution of such agreement is without prejudice to the contentions of either party on those subjects.


FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA, YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

[Signatures]

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

[Signatures]
WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT OCTOBER 1, 1959, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMAN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, REQUESTING WAGE INCREASES AND SUPPLEMENTAL SICKNESS INSURANCE BENEFITS FOR EMPLOYEES REPRESENTED BY THAT ORGANIZATION AND THE REVISION OF VACATION AND HOLIDAY RULES AS SPECIFIED THEREIN; AND NOTICES WHICH WERE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH ON REPRESENTATIVES OF THE RAILROAD YARDMASTERS OF AMERICA.

Subject to the indicated footnotes, this authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.

Alton and Southern RR.
1: Atchison, Topeka and Santa Fe Ry., The
1: Gulf, Colorado and Santa Fe Ry.
1: Panhandle and Santa Fe Ry.
   Chicago and North Western Ry., (including former CSFPM&O;
       M&StL, and Railway Transfer Co. of the City of Minneapolis,
       but excluding former L&N)
2: Chicago, Burlington & Quincy RR.
   Chicago Great Western Ry. (including South St. Paul Term.)
3: Chicago, Milwaukee, St. Paul and Pacific RR.
   Chicago Produce Terminal Co.
4: Chicago, Rock Island and Pacific RR.
5: Davenport, Rock Island and North Western Ry.
6: Denver and Rio Grande Western RR., The
   Des Moines Union Ry.
   Fort Worth and Denver Ry.
   Great Northern Ry.
   Houston Belt & Terminal Ry.
   Illinois Northern Ry.
   Kansas City Southern Ry., The
   Louisiana & Arkansas Ry.
7: Minnesota Transfer Ry., The
8: Missouri Pacific RR.
9: Northern Pacific Ry. (including King Street Passenger Station)
2: Ogden Union Railway and Depot Co., The
   Peoria and Pekin Union Ry.
   Port Terminal Railroad Association
6: St. Louis-San Francisco Ry.
6: St. Louis, San Francisco and Texas Ry.
   St. Paul Union Depot Co., The
   Soo Line RR. Co. (including former MStP&SSM and DSS&A)
2: Spokane, Portland and Seattle Ry.
Mr. M. G. Schoch, President,
Railroad Yardmasters of America,
537 Dearborn Street,
Chicago 5, Illinois.

Dear Mr. Schoch:

This refers to discussion at conference today concerning Article VI of the national agreement of even date with respect to a yardmaster who during a vacation qualifying year works part of the time as a yardmaster and part of the time under a vacation agreement covering another class or craft.

The carriers parties to this agreement agree that in such instances if a yardmaster fails to render sufficient compensated service in a qualifying year to qualify for vacation either under the yardmasters' agreement or under the agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

Yours very truly,

Eastern Carriers' Conference Committee

by
Chairman

Western Carriers' Conference Committee

by
Chairman

Southeastern Carriers' Conference Committee

Chairman
SOUTHEASTERN RAILROADS
which have authorized their representation
by
Southeastern Carriers' Conference Committee - 1960
in the handling of notice for
DISCONTINUANCE OF COST-OF-LIVING ESCALATION;
INCREASE OF $50 PER MONTH;
REVISION OF VACATION RULES; HOLIDAY RULE; AND
SUPPLEMENTAL SICKNESS INSURANCE PLAN
served on behalf of employee groups as represented
by the
RAILROAD YARDMASTERS OF AMERICA
on or about October 1, 1959
and notice for
CERTAIN DECREASES IN RATES OF PAY;
CANCELLATION OF COST-OF-LIVING ADJUSTMENT PROVISIONS;
ESTABLISHMENT OF 160-DAY VACATION QUALIFYING REQUIREMENT; AND
FURTHER DECREASE OF $10 PER MONTH IN RELATION TO HOLIDAY PAY
served by such railroads on such employee groups
on or about October 8, 1959
such authority being limited in coverage to those classes of employees the rates of pay and working conditions of which are covered by the current-schedule agreement under which such classes of employees are represented by the above-named Organization, and on behalf of which and to which classes such notices were submitted.

WESTERN RAILWAY OF ALABAMA
CLINCHFIELD
FLORIDA EAST COAST
GULF MOBILE & OHIO
JACKSONVILLE TERMINAL
KENTUCKY & INDIANA TERMINAL
LOUISVILLE & NASHVILLE
NORFOLK & WESTERN
SOUTHERN
CINCINNATI NEW ORLEANS & TEXAS PACIFIC
ALABAMA GREAT SOUTHERN
NEW ORLEANS & NORTHEASTERN
NEW ORLEANS TERMINAL
GEORGIA SOUTHERN & FLORIDA

For the Railroads

For R. Y. A.

3-25-61
10: Terminal Railroad Association of St. Louis
11: Texas and Pacific Ry., The
   Fort Worth Belt Ry.
12: TP-MP Terminal RR. of New Orleans
2: Union Pacific RR.
   Union Railway Co. (Memphis)
   Union Terminal Co., The (Dallas)
2: Wabash RR.
7: Western Pacific RR., The

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NOTES: -

1: Authorization covers Yardmasters, Assistant Yardmasters and
   Relief Yardmasters (not including Agent-Yardmasters or
   Footboard Yardmasters).

2: Authorization covers Assistant General Yardmasters, Yard-
   masters and Assistant Yardmasters.

3: Authorization covers Yardmasters (all grades except Foot-
   board-Yardmasters and Agent-Yardmasters), 'Phone Directors
   at Chicago, Illinois and Milwaukee, Wisconsin, and Assis-
   tant Stationmasters at Milwaukee, Wisconsin.

4: Authorization covers Assistant General Yardmasters and Yard-
   masters.

5: Authorization covers General Yardmaster, Yardmasters and
   Assistant Yardmasters.

6: Authorization covers General, Assistant General, Yardmasters
   and Assistant Yardmasters.

7: Authorization covers Yardmasters and Assistant Yardmasters.

8: Authorization does not include Yardmasters on that portion
   of the Missouri Pacific which prior to consolidation
   March 1, 1956 was known as I-CN - SAUSG and NOTSM.

9: Authorization covers General Yardmasters, except positions
   of General Yardmasters specified in Rule 1(c) of Agree-
   ment, effective August 1, 1957, Assistant General, Yard-
   masters and Assistant Yardmasters. Also, General, Assis-
   tant General and Yardmasters at King Street Passenger
   Station, covered by the August 1, 1957 Agreement.

10: Authorization covers Assistant General and Assistant
    Yardmasters.
- 3 -

NOTES: - (Continued)

11: Authorization covers Yardmasters (excluding General Yardmasters at Texarkana, Dallas and Fort Worth).

12: Authorization does not include General Yardmaster.

FOR THE CARRIERS:

J. E. Saffrey

FOR THE RAILROAD YARDMASTERS OF AMERICA:

H. G. Koch

Chicago, Illinois
September 25, 1961