AGREEMENT

DATED JANUARY 29, 1965

BETWEEN CARRIERS REPRESENTED

by the

NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE

RAILROAD YARDMASTERS OF AMERICA
This Agreement made this 29th day of January, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereto, and represented by the National Railway Labor Conference and the Eastern, Western and South-eastern Carriers' Conference Committees and the employees shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

ARTICLE I - WAGE INCREASES

Section 1. Effective January 1, 1964, each basic monthly rate of pay shall be increased by $18.00. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 2. Effective January 1, 1965, each basic monthly rate of pay shall be increased by $18.00. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 3. Effective January 1, 1966, each basic monthly rate of pay shall be increased by $18.00. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 4. All employees who were on the payroll of the carrier on January 1, 1964, 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 Article I.

Section 5. No party to this Agreement shall serve any notice or proposal or progress any pending notice or proposal to change the rates of pay resulting from Article I of this Agreement to become effective before January 1, 1967. This Section 5 does not prevent correction of inequities as between rates for different individual positions on a particular railroad; or negotiation of rates for new positions or positions where the duties or responsibilities have been or are changed. This Section 5 will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

ARTICLE II - HOLIDAY PAY

Section 1. Effective January 1, 1965, each yardmaster's monthly rate of pay shall be further adjusted by adding the equivalent of 8 straight time hours based on the basic monthly rate of pay in effect on January 1, 1965 (the straight time hourly rate to be calculated after application of the $18.00 per month increase, effective January 1, 1965, provided by Section 2 of Article I), to the annual compensation (computed by multiplying the monthly rate in effect on January 1, 1965, after application of the $18.00 per month increase, effective January 1, 1965, 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 177.

This Section 1 shall not apply on any road on which under existing rules yardmasters are paid additionally for work on holidays.

Section 2. No party to this Agreement shall serve any notice or proposal or progress any pending notice or proposal for the purpose of changing the provisions of this Article II, or otherwise dealing with paid holidays, to become effective prior to January 1, 1967.

ARTICLE III - VACATIONS

Effective January 1, 1965, 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. Effective January 1, 1965, 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.

Section 1 (a) (3)

An annual vacation of four weeks (20 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 twenty 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.

Section 1 (b) (3)

An annual vacation of four weeks (24 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 twenty 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 (3) or Section 1 (b) (2) or (3), as the case may be, upon their return to service as yardmasters with the employing carrier.

(Note to Sections 1 (a), 1 (b) and 1 (c): 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)

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)

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 (e)

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, 1965 and shall be in full force and effect for a period of two years from January 1, 1965, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1966 or in any subsequent year), by any carrier or the 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 IV - HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

Section 1. In addition to the wage adjustments provided for in Article I of this Agreement, and the payments presently made under Article II of the Agreement of April 3, 1963, each carrier party to this Agreement will pay to The Travelers Insurance Company, for each month of the calendar years 1966, 1967 and through February 1968, $3.40 (less 1 per cent for railroad costs) per month per "Qualifying Employee" as defined in the Agreement of August 19, 1960; provided, that hospital association railroads parties to this Agreement will pay to The Travelers Insurance Company $3.40 (less 1 per cent for railroad costs) per month per "Qualifying Employee," less the part thereof transmitted to the hospital association for hospital, surgical and medical benefits for employees. The carriers parties to this Agreement will also absorb the cost of providing group life insurance in the amount of $2,000 for retired "Qualifying Employees," retiring on or after March 1, 1964, and for four years thereafter.

Section 2. The carriers and the organizations parties to Group Policy Contract No. GA-23000 are arranging by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Section of this Article, and to provide that vacation pay shall be considered compensated service in determining who is a "Qualifying Employee," payments to the insurer, and eligibility for benefits.

Section 3. No party to this Agreement shall serve any notice or proposal or progress any pending notice or proposal on a national, regional or local basis for the purpose of changing the provisions of Group Policy Contract No. GA-23000, or the provisions of the Agreement of January 18, 1955, as amended, pursuant to the foregoing Sections of this Article, to become effective prior to March 1, 1968.
ARTICLE V - COURT APPROVAL

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

ARTICLE VI - 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 May 31, 1963 and September 10, 1963, and the proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 to be handled concurrently with the organization's notice of May 31, 1963, 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. Except as otherwise provided in this Agreement, no party to this Agreement shall serve any notice or proposal or progress any pending notice or proposal covering the subject matter of the proposals disposed of by this Agreement to become effective before January 1, 1967. Subject to the limitations herein stated, this Agreement shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act.

SIGNED AT CHICAGO, ILLINOIS, THIS 29TH DAY OF JANUARY, 1965.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

Chairman

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

Chairman

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

Chairman

Reinhold Schmidt

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

Baltimore and Ohio Railroad Co., The
Baltimore & Ohio Chicago Terminal Railroad Co., The
Staten Island Rapid Transit Railway Co., The
Boston and Maine Railroad
*Boston Terminal Corporation, The
Chicago River & Indiana Railroad, The
Cleveland Union Terminals Co., The
Delaware and Hudson Railroad Corporation, The
Detroit & Toledo Shore Line Railroad Co., The
Detroit Terminal Railroad Company
Erie Lackawanna Railroad Company
Grand Trunk Western Railroad Company
Lehigh Valley Railroad
Monon Railroad
New York, Chicago and St. Louis Railroad Co., The
Pennsylvania Railroad Company, The
Pittsburgh & Lake Erie Railroad, The
Pittsburgh & West Virginia Railway Company, The
Pittsburgh, Chartiers & Youghihogeny Railway Co.
Washington Terminal Co., The
Western Maryland Railway Co.

*Subject to approval of the Court.

FOR THE CARRIERS:  FOR THE ORGANIZATION:

J. H. Crane  W. C. Tyler

Chicago, Illinois  January 29, 1965

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 Railroad
Atchison, Topeka and Santa Fe Railway Co., The
Gulf, Colorado and Santa Fe Railway Co.
Panhandle and Santa Fe Railway Co.
Chicago and North Western Railway Co.
Chicago, Burlington & Quincy Railroad Co.
Chicago Great Western Railway Co.

1-Chicago, Milwaukee, St. Paul and Pacific Railroad Co.
Chicago Produce Terminal Co.
Chicago, Rock Island and Pacific Railroad Co.
Chicago, West Pullman and Southern Railroad Co.
Davenport, Rock Island and North Western Railway Co.
Denver and Rio Grande Western Railroad Co., The
Des Moines Union Railway Co.

2-Duluth, Missabe and Iron Range Railway Co.
Fort Worth and Denver Railway Co.
Fort Worth Belt Railway Co.
Great Northern Railway Co.
Houston Belt & Terminal Railway Co.
Illinois Northern Railway
Kansas City Southern Railway Co., The
Louisiana & Arkansas Railway Co.
Minnesota Transfer Railway Co., The
Missouri-Kansas-Texas Railroad Co.
Missouri Pacific Railroad Co.

3-Northern Pacific Railway
Ogden Union Railway and Depot Co., The
Peoria and Pekin Union Railway Co.
Port Terminal Railroad Association
St. Louis-San Francisco Railway Co.
Saint Paul Union Depot Co., The
Soo Line Railroad Co.
Spokane, Portland and Seattle Railway Co.
Terminal Railroad Association of St. Louis
4-Texas and Pacific Railway Company, The
5-Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
   Union Pacific Railroad Co.
   Union Railway Co. (Memphis)
   Union Terminal Company (Dallas), The
   Wabash Railroad Company
   Western Pacific Railroad Co., The

NOTES:

1-This authorization covers Yardmasters (all grades except footboard-
yardmasters and agent-yardmasters), Telephone Directors at Chicago,
Illinois and Milwaukee, Wisconsin and Assistant Stationmasters at
Milwaukee, Wisconsin.

2-This authorization is limited to Section I, Wages, and Section IV,
Computing Straight Time Hourly Rate, as contained in Appendix "A"
of said notice.

3-This authorization includes General Yardmasters, Assistant General
Yardmasters and Yardmasters employed by King Street Passenger
Station, and covered by the agreement between the Northern
Pacific Railway and Railroad Yardmasters of America effective
February 1, 1962.

4-This authorization excludes General Yardmasters at Texarkana,
Dallas and Fort Worth.

5-This authorization excludes General Yardmasters.

FOR THE CARRIERS:

FOR THE ORGANIZATION:

E. N. Hallmann

W. A. Snyder

Chicago, Illinois
January 29, 1965
SOUTHEASTERN RAILROADS


This authorization is limited in coverage to those classes of employees, the rates of pay and working conditions of which are covered by the current schedule agreements under which such classes of employees are represented by the above-named organization, and on behalf of which and on which classes such notices were submitted.

ATLANTA & WEST POINT
WESTERN RAILWAY OF ALABAMA
CLINCHFIELD
GULF, MOBILE & OHIO
JACKSONVILLE TERMINAL
KENTUCKY & INDIANA TERMINAL
LOUISVILLE & NASHVILLE
NORFOLK & WESTERN
NORFOLK SOUTHERN

FOR THE CARRIERS:

TH. J. Magill

FOR THE ORGANIZATION:

W. A. Phelps

Chicago, Illinois
January 29, 1965