AGREEMENT

DATED APRIL 23, 1971

BETWEEN RAILROADS REPRESENTED

by the

NATIONAL RAILWAY LABOR CONFERENCE

and 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 23rd day of April, 1971 by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1. Effective January 1, 1970, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 2. Effective November 1, 1970, each basic monthly rate of pay shall be increased by $64.00 representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 3. Effective April 1, 1971, each basic monthly rate of pay shall be increased by 4.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 4. Effective October 1, 1971, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 5. Effective April 1, 1972, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 6. Effective October 1, 1972, each basic monthly rate of pay shall be increased by 5.0% representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 7. Effective April 1, 1973, each basic monthly rate of pay shall be increased by $50.00 representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 8. All employees who had an employment relationship after December 31, 1969, shall receive the amounts to which they are entitled under this Article I regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have voluntarily left the service of the carrier other than to retire or who have failed to respond to a call-back to service to which they were obligated to respond under the Rules Agreement.
ARTICLE II - HOLIDAYS

Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of November 29, 1967 -

(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement shall become effective May 1, 1971.

(b) Railroads which as of the date of this Agreement have not deducted the holiday pay from each yardmaster's monthly rate of pay which had previously been increased to include holiday pay shall follow the procedures of Section 5 of Article III of the November 29, 1967 Agreement, as herein modified to read:

Effective May 1, 1971, each yardmaster's monthly rate of pay shall be adjusted by (a) deducting the money equivalent of the holiday pay adjustment (28 straight time hours annually) provided for by Article III of the September 27, 1961 Agreement or its equivalent, and by (b) deducting the money equivalent of the holiday pay adjustment (8 straight time hours annually) provided for by Article II of the January 29, 1965 Agreement or its equivalent. Percentage adjustments made to these amounts in subsequent settlements shall not be added to these deductions.

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 174.

This provision shall not apply on any road on which under existing rules yardmasters were paid additionally for work on holidays on the effective dates of Article III of the Agreement of September 27, 1961 (or its equivalent) and Article II of the Agreement of January 29, 1965 (or its equivalent), captioned "Holiday Pay".

Section 2. Effective January 1, 1973 Veterans Day shall be added to the list of holidays in Section 1 of Article III of the Agreement of November 29, 1967, and the reference to "seven" holidays in Section 2 of such Article III shall be changed to "eight" holidays.
ARTICLE III - VACATIONS

Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of January 29, 1965, all vacation rules, agreements, understandings or practices, however established, covering their yardmasters subject to the provisions of schedule agreements held by the Railroad Yardmasters of America, are cancelled effective January 1, 1972 and the provisions of Article III of the January 29, 1965 Agreement, as amended by Article II of the November 29, 1967 Agreement, shall apply effective January 1, 1972 to employees covered by this Agreement on such roads.

Section 2. Effective January 1, 1973, Section 1 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is hereby amended to read as follows:

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 ten 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.

Section 1 (a) (4)

An annual vacation of five weeks (25 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-five 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 ten 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.

Section 1 (b) (4)

An annual vacation of five weeks (30 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-five 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 employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

Section 1 (e)

In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4), and 1(d) hereof.

Section 1 (f)

In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for
a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4), and 1(d) hereof.

(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 3. Effective January 1, 1973, Section 3 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is hereby amended to read as follows:

Section 3.

Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1973 and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 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 - JURY DUTY

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

(1) A yardmaster must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) A yardmaster must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(5) When a yardmaster is excused from railroad service account of jury duty, the carrier shall have the option of determining whether or not the yardmaster’s regular position shall be blanked, notwithstanding the provisions of any other rules.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organization in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

ARTICLE V - FORCE REDUCTION RULE

(a) Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of a carrier’s operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours’ pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.

(b) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a carrier’s operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

ARTICLE VI - DEDUCTION OF OTHER EARNINGS IN DISCIPLINE CASES

It is recognized that where a yardmaster is dismissed from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings. This understanding is not intended to change existing rules or practices which now provide for deduction of other earnings in discipline cases.

ARTICLE VII - GENERAL PROVISIONS

Section 1. Court Approval.

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.
Section 2. National Agreement.

The parties signatory hereto recognize:

(a) That the carriers listed in Exhibits A, B and C to this Agreement have designated, as they have in the past in various nationally negotiated agreements, the National Railway Labor Conference and the Eastern, Western or Southeastern Carriers' Conference Committees to act as the representatives of the said groups of carriers in bargaining and agreeing, on a multi-carrier basis, upon settlement of the dispute arising out of the Section 6 notices described in Section 3(a) of this Article VII;

(b) That this Agreement constitutes a national agreement between the National Railway Labor Conference and the Carriers' Conference Committees, as the representative of the multi-carrier group on behalf of the carriers listed in Exhibits A, B and C to this Agreement, and the Railroad Yardmasters of America on behalf of those employees whom it represents; and

(c) That this National Agreement covers all employees working for the carriers listed in Exhibits A, B and C to this Agreement who are represented by the Railroad Yardmasters of America.

Section 3. Effect of This Agreement.

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibits A, B and C by the organization signatory hereto, dated on or about September 1, 1969, and proposals served by the carriers for concurrent handling therewith. This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect until June 30, 1973, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to January 1, 1973 (not to become effective before July 1, 1973), any notice or proposal for changing the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any pending notices which propose such matters are hereby withdrawn.

(c) Any pending proposals relating to inequity wage adjustments are hereby withdrawn and no such proposals will be served prior to January 1, 1973 (not to become effective before July 1, 1973) with the exception that if a carrier party hereto proposes a merger or coordination or a major technological change, the organization may, in relation thereto, serve and progress proposals for changes in rates of pay on an individual position basis based upon increased
duties and/or responsibilities by reason of such contemplated merger, coordination or major technological change.

Note: For purposes of this Agreement a "major technological change" is one involving 5 or more employees subject to the pay provisions of the collective bargaining agreement between an individual railroad and the organization party to this Agreement.

(d) This Article will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

(e) Nothing in this Article will prevent the handling of matters by the Standing Committee" as referred to in the letter of understanding attached to this Agreement.

SIGNED AT WASHINGTON, D. C., THIS 23rd DAY OF APRIL, 1971:

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

[Signatures]

Chairman

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA

[Signatures]

Chairman and President

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

[Signatures]

Chairman

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

W. J. Macmillan
Chairman

C. E. Nevin

J. D. Clark

Earl Oliver

George I. Paul

Approved:

[Signature]
Chairman, National Railway Labor Conference
LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

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

Baltimore and Ohio Railroad
Baltimore and Ohio Chicago Terminal Railroad
*Boston and Maine Corporation
Boston Terminal Corporation
Buffalo Creek Railroad
Chesapeake and Ohio Railway
Chicago River and Indiana Railroad
Cleveland Union Terminals Company
Delaware and Hudson Railway
Detroit and Toledo Shore Line Railroad
Detroit Terminal Railroad
Erie Lackawanna Railway
Grand Trunk Western Railroad
Indiana Harbor Belt Railroad
Lehigh and New England Railway
*Lehigh Valley Railroad
Monongahela Railway
Monon Railroad
Norfolk and Western Railway (Lines of former Virginian on Atlantic and Pocahontas Regions; Lines of former New York, Chicago & St. Louis RR, and Lines of former Pittsburgh & West Virginia Ry.)
*Penn Central Transportation Company
Pittsburgh and Lake Erie Railroad
Pittsburgh, Chartiers and Youghiogheny Railway
Staten Island Rapid Transit Railway
Washington Terminal Company
Western Maryland Railway

* - Subject to approval of the Courts.

FOR THE CARRIERS:

[Signature]

FOR THE RAILROAD YARDMASTERS OF AMERICA:

[Signature]

Washington, D.C.,
October 15, 1970
WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE, IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THERewith.

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

Alton and Southern Railway
Atchison, Topeka and Santa Fe Railway
Burlington Northern, Inc.
Chicago and North Western Railway
Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Produce Terminal Company
Chicago, Rock Island and Pacific Railroad
Chicago, West Pullman and Southern Railroad
Davenport, Rock Island and North Western Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
Duluth, Missabe and Iron Range Railway
Fort Worth and Denver Railway
Fort Worth Belt Railway
Houston Belt and Terminal Railway
Illinois Northern Railway
Kansas City Southern Railway
Lake Superior Terminal and Transfer Railway
Louisiana and Arkansas Railway
Minnesota Transfer Railway

1: Missouri-Kansas-Texas Railroad
Missouri Pacific Railroad
Norfolk and Western Railway (Lines formerly operated by Wabash Railroad)
Ogden Union Railway and Depot Company
Peoria and Pekin Union Railway
Portland Terminal Railroad Company
Port Terminal Railroad Association
Saint Paul Union Depot Company
Soo Line Railroad
Terminal Railroad Association of St. Louis
Texas and Pacific Railway
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
Union Pacific Railroad
Western Pacific Railroad

Note 1: Authorization excludes No. 1 - Five-Day Work Week Rules - of the Carrier's counterproposals.

FOR THE CARRIERS:

M. E. Parks

FOR THE
RAILROAD YARDMASTERS OF AMERICA:

J. Jones

Washington, D. C.
January 5, 1971
LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 1, 1969, SERVED UPON VARIOUS INDIVIDUAL SOUTHEASTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS COVERING WAGES, VACATIONS, HOLIDAY PAY, SICK TIME COMPENSATION AND FUNERAL LEAVE, AND JURY SERVICE IN ACCORDANCE WITH THE PROPOSAL ATTACHED THERETO, SUCH PROVISIONS TO BE EFFECTIVE AS OF JANUARY 1, 1970, AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

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

1: Central of Georgia Railway
   Clinchfield Railroad
   Gulf, Mobile and Ohio Railroad
   Jacksonville Terminal Company
   Kentucky and Indiana Terminal Railroad
   Louisville and Nashville Railroad
   New Orleans Public Belt Railroad
   Norfolk Southern Railway
   Richmond, Fredericksburg and Potomac Railroad
   (including Potomac Yard)
   St. Louis-San Francisco Railway (except NEO District)
   Seaboard Coast Line Railroad
   Southern Railway
   Alabama Great Southern Railroad
   Cincinnati, New Orleans and Texas Pacific Railway
   Georgia Southern and Florida Railway
   New Orleans Terminal Company
   Western Railway of Alabama

---

Note 1: Carrier did not serve proposal entitled "Five-Day Work Week Rules".

---

FOR THE CARRIERS:

W.S. McCall

FOR THE RAILROAD YARDMASTERS OF AMERICA:

Richard Schmidt

Washington, D. C.,
January 5, 1971
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois  60604

Dear Mr. Otto:

In connection with the Agreement entered into today, this letter is to confirm our understanding that conferences relative to the participation of the Railroad Yardmasters of America in the work of the Standing Committee recommended by Emergency Board No. 178 in its report dated November 9, 1970 will be held at the request of either the National Railway Labor Conference or your organization.

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

Yours very truly,

Accepted:

[Signature]

[Signature]
Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois 60604

Dear Mr. Otto:

This will confirm our understanding that Item B-3 of your notice of September 1, 1969 has been withdrawn. It is understood by the parties to the Agreement entered into today that the effect of such withdrawal is the same as if Item B-3 had not been included in such notice.

Yours very truly,

[Signature]

Accepted:

[Signature]
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois 60604

Dear Mr. Otto:

This confirms our understanding that on railroads on which Article IV of the Agreement of September 20, 1968 is not now effective with respect to yardmasters represented by your organization, such Article will be made effective June 1, 1971, unless either party advises the other in writing prior to May 10, 1971 of its election to preserve in its entirety an existing agreement providing benefits of the type provided in such Article IV in lieu of such Article IV.

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

Yours very truly,

[Signature]

Accepted: [Signature]
April 23, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois 60604

Dear Mr. Otto:

This confirms our advice that the matter of employees represented by your organization converting from a six-day work week to a five-day work week is not in national handling and should be progressed by your organization, if desired, on a local basis pursuant to existing agreements.

Yours very truly,
June 4, 1971

Mr. A. T. Otto, Jr., President
Railroad Yardmasters of America
Suite 1622
220 South State Street
Chicago, Illinois 60604

Dear Mr. Otto:

Referring to Article II - Holidays - of the Agreement of April 23, 1971 covering employees represented by the Railroad Yardmasters of America:

Section 1(a) of such Article II is as follows:

"Section 1. On railroads party to this Agreement which were not party to the Railroad Yardmasters of America Agreement of November 29, 1967 -

(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement shall become effective May 1, 1971."

In keeping with our mutual intent when we entered into the Agreement, we suggest that paragraph (a) as quoted above be modified to read as follows:

"(a) Sections 1 through 4 of Article III of the November 29, 1967 Agreement, and the amendment to such Article III made by the addition of Section 6 as set forth in Article II of the September 20, 1968 Agreement, shall become effective May 1, 1971."

If this is agreeable to your organization, will you please so indicate by signing and returning a copy of this letter.

Yours very truly,

[Signature]

Accepted:

[Signature]