MEDIATION AGREEMENT

This Agreement made this 2nd day of February, 1973 by and between the carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee and the employees represented by the Railroad Yardmasters of America, witnesseth:

IT IS AGREED

In the event a carrier decides to abolish a yardmaster position covered by the rules of a collective agreement between the Railroad Yardmasters of America and a carrier party hereto, such carrier shall notify the general chairman thereof by telephone (confirmed in writing) or telegram not less than ten calendar days prior to the effective date of abolishment. If requested by the general chairman, the representative of the carrier and the general chairman or his representative shall meet for the purpose of discussing such abolishment.

Nothing in this Agreement shall affect existing rights of either party in connection with abolishing yardmaster positions.

The parties signatory to this Agreement will establish within 60 days of the date of this Agreement a Standing Committee consisting of two partisan members representing the Carriers, and two partisan members representing the Organization, to consider the matter of duties and responsibilities of yardmasters. The Standing Committee, shall determine the procedures under which it will operate, with the understanding such procedures will not include arbitration unless agreed upon by the partisan members of the Standing Committee. The life of the Standing Committee shall extend over the term of this Agreement, at which time it will be terminated unless continued by mutual agreement of the partisan members. The Standing Committee may be terminated at any time by mutual agreement of the partisan members.

This Agreement is in settlement of the dispute growing out of notice served upon the carriers listed in Exhibit A by the Railroad Yardmasters of America on or about September 10, 1971 and the proposal served by the carriers for concurrent handling therewith. It 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 changed or modified in accordance with the provisions of the Railway Labor Act, as amended; provided, however, the parties to this Agreement shall not serve nor progress prior to July 1, 1974 (not to become effective before January 1, 1975) any notice or proposal related to the subject matter of the notice settled by this Agreement, or related to the subject matter of the notice served by the Organization dated September 27, 1971 relating to the abolishment of yardmaster positions.
This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

SIGNED AT WASHINGTON, D.C. THIS 2nd DAY OF FEBRUARY, 1973

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

William H. Arab, Jr.
Chairman
C. A. Ballard
T. K. Sayre, Jr.
T. C. De Butte
G. L. Farr
J. R. Jones
J. J. Maker
C. E. Newcome, Jr.
E. A. Blumen
H. S. Rand
J. A. Deton, Jr.

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA:

C. W. Cooper
Chairman and President
R. C. Culp
Reid T. Schmidt
N. A. Enslow
K. F. O'Keen
W. A. Rusk
T. E. Wilmot
N. S. Warley

Witness:

[Signature]

Member, National Mediation Board
February 2, 1973

Mr. A. T. Otto
President
Railroad Yardmasters of
America
Rooms 201-202 Schoch Building
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Mr. Otto:

This letter confirms our understanding that Article V - Force Reduction Rule - of the National Agreement dated April 23, 1971 covering employees represented by the Railroad Yardmasters of America is not affected by the terms of the National RYA Agreement of this date and continues in effect.

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

Yours very truly,

William H. Dempsey

Accepted:
RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNEC-
TION WITH NOTICES, DATED ON OR ABOUT SEPTEMBER 10, 1971, SERVED BY THE
GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARD-
MASTERS OF AMERICA, REQUESTING AN AGREEMENT PROVISION SPECIFYING THE DUTIES
AND RESPONSIBILITIES OF YARDMASTER POSITIONS AS SET FORTH IN ATTACHMENT "A"
THERETO, AND NOTICE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

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

Alton & Southern Railway
Atchison, Topeka and Santa Fe Railway
Baltimore and Ohio Railroad
Baltimore and Ohio Chicago Terminal Railroad
*Boston and Maine Corporation
Boston Terminal Corporation
Burlington Northern, Inc.
Central of Georgia Railroad
*Central Railroad Company of New Jersey
Chesapeake and Ohio Railway
Chicago and North Western Transportation Company, excluding
former Litchfield and Madison Railway
Chicago, Milwaukee, St. Paul and Pacific Railroad
Chicago Produce Terminal Company
Chicago River and Indiana Railroad
Chicago, Rock Island and Pacific Railroad
Chicago, West Pullman and Southern Railroad
Chichfield Railroad
Davenport, Rock Island and North Western Railway
Delaware and Hudson Railway
Denver and Rio Grande Western Railroad
Des Moines Union Railway
1: Detroit and Toledo Shore Line Railroad
   Detroit Terminal Railroad
   Duluth, Missabe and Iron Range Railway
   Duluth, Winnipeg and Pacific Railway
   *Erie Lackawanna Railway
   Fort Worth and Denver Railway
   Grand Trunk Western Railroad
   Illinois Northern Railway
   Indiana Harbor Belt Railroad
   Kansas City Southern Railway
   Kentucky and Indiana Terminal Railroad
   Lake Superior Terminal and Transfer Railway
   Lehigh and New England Railway
   *Lehigh Valley Railroad
   Louisiana and Arkansas Railway

2: Louisville and Nashville Railroad
   Minnesota Transfer Railway
   Missouri-Kansas-Texas Railroad
   Missouri Pacific Railroad, including Memphis Terminal
   Monongahela Railway
   New Orleans Public Belt Railroad
New Orleans Union Passenger Terminal
Norfolk and Western Railway (Except Original N&W)
Norfolk Southern Railway
Ogden Union Railway and Depot Company
*Penn Central Transportation Company
Peoria and Pekin Union Railway
Pittsburgh and Lake Erie Railroad, The Lake Erie and
Eastern Railroad
Portland Terminal Railroad Company
Richmond, Fredericksburg and Potomac Railroad, including
Potomac Yard
St. Louis-San Francisco Railway (Except AT&N and NEO
Districts)
Saint Paul Union Depot Company
Seaboard Coast Line Railroad
Soo Line Railroad
Southern Railway
Alabama Great Southern Railroad
Cincinnati, New Orleans and Texas Pacific Railway
Georgia Southern and Florida Railway
New Orleans Terminal Company
Staten Island Railroad Corporation
Terminal Railroad Association of St. Louis
Texas and Pacific Railway
Fort Worth Belt Railway
Texas Pacific-Missouri Pacific Terminal Railroad of
New Orleans
Union Pacific Railroad
Washington Terminal Company
Western Maryland Railway
Western Pacific Railroad
Western Railway of Alabama

NOTES:

* - Subject to the approval of the Courts.

1 - Notice served by the Organization on the Carrier dated

2 - Authorization covers Yardmasters on the L&N, NC&StL and Monon
Districts but does not cover Yardmasters on the C&EI District.

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:

Washington, D. C.,
February 2, 1973