

M E D I A T I O N A G R E E M E N T

THIS AGREEMENT, made this 27th Day of January, 1972, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGE INCREASES AND SPECIAL ADJUSTMENTS
(FOR OTHERS THAN DINING CAR STEWARDS AND YARDMASTERS)

Section 1 - First General Wage Increase

(a) Effective April 1, 1971, after application of the increases of 5.0% effective January 1, 1970 and 32¢ per hour effective November 1, 1970 under Public Law 91-541, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on March 31, 1971 shall be increased by an amount equal to 4.0%.

(b) In computing the increases for enginemen under paragraph (a) above, the standard basic daily rates of pay, and the standard mileage rates of pay, respectively, in effect on December 31, 1969 applicable in the following weight-on-drivers brackets:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- 250,000 and less than 300,000 pounds (separate computations covering five-day rates and other than five-day rates)

shall each first be increased by 5.0%, and shall next be increased by the equivalent of \$2.56 per basic day, and then the rates as so increased shall be further increased by 4.0%. The sum of the three increases so produced shall be added to each standard basic daily or mileage rate of pay in effect on December 31, 1969.

(c) The standard basic daily and mileage rates of pay produced by application of the increases provided for in this Section 1 are set forth in Appendix 1, which is a part of this Agreement.

Section 2 - Second General Wage Increase

(a) Effective October 1, 1971, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on September 30, 1971, shall be increased by an amount equal to 5.0%.

(b) In computing the percentage increases for enginemen under paragraph (a) above, 5.0% shall be applied to the standard basic daily and mileage rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily or mileage rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- 250,000 and less than 300,000 pounds (separate computations covering five-day rates and other than five-day rates)

(c) The standard basic daily and mileage rates of pay produced by application of the increase provided for in this Section 2 are set forth in Appendix 2, which is a part of this Agreement.

Section 3 - Special Adjustments for Road Engineers, Road Firemen and Road Conductors

(a) Effective January 27, 1972, all standard basic daily and mileage rates of pay of road engineers and road firemen produced by the application of Section 2 hereof shall be adjusted to the respective rates set forth in Appendix 3, which is a part of this Agreement.

(b) Effective January 27, 1972, all standard basic daily and mileage rates of pay of road conductors represented by the former Brotherhood of Railroad Trainmen shall be adjusted to the respective rates applicable to road conductors represented by the former Order of Railway Conductors and Brakemen, except that the differential between BRT rates applicable in the East and Southeast and those applicable in the West shall be preserved. The standard basic daily and mileage rates of pay produced by application of the special adjustment provided for in this Section 3(b) are set forth in Appendix 3, which is a part of this Agreement.

Section 4 - Third General Wage Increase

Effective April 1, 1972, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on March 31, 1972, shall be increased by an amount equal to 5.0%, computed and applied for enginemen in the same manner as the second general wage increase provided under Section 2 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 4, which is a part of this Agreement.

Section 5 - Fourth General Wage Increase

Effective October 1, 1972, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on September 30, 1972, shall be increased by an amount equal to 5.0%, computed and applied for enginemen in the same manner as the second general wage increase provided under Section 2 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 5, which is a part of this Agreement.

Section 6 - Fifth General Wage Increase

Effective January 1, 1973, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on December 31, 1972, shall be increased by the equivalent of 15¢ per hour or \$1.20 per basic day. The standard basic daily and mileage rates of pay produced by application of this increase and the special adjustment provided for in Section 7 are set forth in Appendix 6, which is a part of this Agreement.

Section 7 - Special Adjustment - Groundmen Without a Mileage Component in Their Assignments, Who are Therefore Paid on a Daily Basis

Effective January 1, 1973, after application of the increase provided for in Section 6 above, standard basic daily rates of pay of yard conductors (foremen), yard brakemen (helpers), and switchtenders, and daily rates of freight conductors, brakemen and flagmen who are without a mileage component in their assignments and are therefore paid on a daily basis, shall be increased by an additional \$1.00. The standard basic daily rates of pay produced by the application of the increase provided for in Section 6 and this special adjustment are set forth in Appendix 6, which is a part of this Agreement.

Section 8 - Sixth General Wage Increase

Effective April 1, 1973, all standard basic daily and mileage rates of pay of employees represented by the UTU in effect on March 31, 1973, shall be increased by the equivalent of 10¢ per hour or 80¢ per basic day. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 7, which is a part of this Agreement.

Section 9 - Application of Wage Increases

(a) (i) In engine service, all arbitraries, miscellaneous rates or special allowances, based upon mileage, hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be increased commensurately with the wage increases provided for in this Article I.

(ii) In train and yard ground service, arbitraries, miscellaneous rates or special allowances, including those expressed in terms of miles, as provided in the schedules or wage agreements, shall be increased under this Agreement in the same manner as heretofore increased under previous wage agreements.

(b) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(c) Daily earnings minima shall be increased by the amount of the respective daily increases.

(d) Standard monthly rates and money monthly guarantees in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates and money monthly guarantees shall be so adjusted that differentials existing as of December 31, 1969 shall be preserved.

(e) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be increased in the same proportion as the daily rate for the class of service involved is increased.

(f) Existing money differentials above existing standard daily rates shall be maintained.

(g) In local freight service, the same differential in excess of through freight rates shall be maintained.

(h) The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282.

(i) In computing the increases in rates of pay effective April 1, 1971 under Section 1 for firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional \$.40" effective July 1, 1968, the 4% increase shall be applied to daily rates in effect March 31, 1971 exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in applying the increases of 5.0% effective October 1, 1971, April 1, 1972 and October 1, 1972, respectively. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional \$.40" to standard basic through freight rates of pay are set forth in Appendices 1 through 7.

Note: For firemen, daily rates effective April 1, 1971 shall be determined by adding to each daily rate in effect on December 31, 1969 the Public Law 91-541 increases of 5% and \$2.56 per day and the April 1, 1971 increase of 4%, computing such increases on the rate applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds exclusive of the local freight differential and any other money differential above standard daily rates.

(j) **Other than standard rates:**

(i) Existing basic daily and mileage rates of pay other than standard shall be increased, effective as of the effective dates specified in Sections 1 through 8 hereof, by the same respective percentages and amounts as set forth therein, computed and applied in the same manner; except that the special adjustment for road engineers and firemen provided in Section 3 hereof shall not serve to increase other-than-standard rates of pay of engineers and firemen in road service which already include the equivalent of the adjustment provided in Section 3.

(ii) The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282.

(iii) Daily rates of pay, other than standard, of firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increased by 4.0% effective April 1, 1971 and by 5.0% effective October 1, 1971, April 1, 1972, and October 1, 1972, computed and applied in the same manner as provided in paragraph (i) above.

(k) **Coverage -**

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 call-back to service to which they were obligated to respond under applicable rules agreements. Should any claims arise from persons coming under the exception, they must be filed with the carrier within 90 days of the date of this Agreement, in which case they will be disposed of in accordance with this Agreement without cost to the UTU.

ARTICLE II - WAGE INCREASES FOR DINING CAR STEWARDS AND YARDMASTERS

Effective April 1, 1971, after application of the increases of 5.0% effective January 1, 1970 and 32¢ per hour effective November 1, 1970 under Public Law 91-541, all basic monthly rates of pay of dining car stewards and yardmasters represented by the UTU in effect on March 31, 1971 shall be increased by 4.0%.

The rates produced by such increase shall be further increased as follows:

Effective October 1, 1971 - 5.0%
Effective April 1, 1972 - 5.0%
Effective October 1, 1972 - 5.0%
Effective January 1, 1973 -
Dining car stewards - \$27.00 per month
Yardmasters - \$30.00 per month
Effective April 1, 1973 -
Dining car stewards - \$18.00 per month
Yardmasters - \$20.00 per month

This Article II is subject to the provisions of Section 9(k) - Coverage - of Article I of this Agreement.

ARTICLE III - VACATIONS

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 for Section 1 as previously amended, substituting the following Section 2 for Section 2 as previously amended, and substituting the following Section 9 for Section 9 as previously amended:

Section 1 (a) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall