BLF&E-ENGINEERS APRIL 15,1969

MEDIATION AGREEMENT, CASE NO. A-8494

DATED APRIL 15, 1969

BETWEEN RAILROADS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE AND THE EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

AND LOCOMOTIVE ENGINEERS (MOTORMEN) OF SUCH RAILROADS

REPRESENTED BY THE

UNITED TRANSPORTATION UNION
(Formerly represented by the
Brotherhood of Locomotive Firemen and Enginemen)

MEDIATION AGREEMENT

This Agreement, made this 15th day of April, 1969, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the locomotive engineers of such carriers included thereon and represented by the United Transportation Union (formerly represented by the Brotherhood of Locomotive Firemen and Enginemen), witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGE INCREASES

Section 1 - First General Wage Increase

- (a) Effective July 1, 1968 all standard basic daily rates of pay of locomotive engineers (motormen) in effect June 30, 1968 shall be increased by an amount equal to 5.0%.
- (b) Effective July 1, 1968 all standard mileage rates of pay of locomotive engineers (motormen) in road service in effect June 30, 1968 shall be increased by an amount equal to 3.5%.
- (c) In computing the percentage increases under paragraphs (a) and (b) above, 5.0% shall be applied to standard basic daily rates of pay, and 3.5% shall be applied to standard mileage rates of pay, respectively, 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 450,000 and less than 500,000 pounds (separate computations covering five-day rates and other than five-day rates).
- (d) 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

Effective January 1, 1969 all standard basic daily and mileage rates of pay of locomotive engineers (motormen) in effect December 31, 1968 shall be increased by an amount equal to 2.0%, computed and applied in the same manner as the first general wage increase provided under Section 1 above. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 2, which is a part of this Agreement.

Section 3 - Third General Wage Increase

Effective July 1, 1969 all standard basic daily and mileage rates of pay of locomotive engineers (motormen) in effect June 30, 1969 shall be increased by an amount equal to 3.0%, computed and applied in the same manner as the first general wage increase provided under Section 1 above.

Section 4 - Special Adjustment in Road Service

Effective July 1, 1969, after application of all the general wage increases provided for above, all standard basic daily and mileage rates of pay of locomotive engineers (motormen) in road service shall be adjusted by an amount equal to an additional 2.0%, computed and applied in the same manner as the first general wage increase provided under Section 1 above.

Section 5 - Minimum Rate in Yard Service

Effective July 1, 1969, the rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds, as increased under Section 3 above, will be the minimum standard rates of pay in yard service.

Section 6 - Differential for Engineers Working Without Firemen

- (a) Effective July 1, 1969, Article I(2) of the Agreement of December 2, 1964 is terminated, and in lieu of the rates of pay as increased under Sections 3, 4 and 5 above for engineers working without firemen, a uniform 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 established for engineers working without firemen, the fireman's position having been eliminated pursuant to the provisions of Award 282.
- July 1, 1969, resulting from application of Sections 3, 4, 5 and 6 of this Article I, are set forth in Appendix 3, which is a part of this Agreement.

Section 7 - Application of Wage Increases

In further application of the increases and adjustments provided for in this Article I --

(a) All arbitraries, miscellaneous rates, special allowances, weekly and monthly guarantees based upon mileage, hourly or daily rates of pay, shall be increased commensurately with the wage increases and adjustments provided for in this Article I.

- (b) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.
- (c) In all classes of road service the basic daily rates or the hourly equivalents thereof which result from the wage increases and special adjustment provided for in this Article I shall be used in applying overtime rules and rules which provide for arbitraries, miscellaneous rates or special allowances based upon hourly or daily rates of pay.
- (d) Daily earnings minima shall be increased by the amount of the respective daily increases and adjustments.
- (e) Existing money differentials above existing standard daily rates shall be maintained.
- (f) In local freight service the same differential in excess of through freight rates shall be maintained.

(g) 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, 2, 3 and 4 hereof, by the same respective percentages and amounts as set forth therein, computed and applied in the same manner.
- (ii) Effective July 1, 1969, the rates of pay in the weight-on-drivers bracket 450,000 and less than 500,000 pounds, as increased above, will be the minimum rates of pay in yard service.
- (iii) Effective July 1, 1969, in lieu of the rates of pay as increased above for engineers working without firemen, a uniform 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 established for engineers working without firemen, the fireman's position having been eliminated pursuant to the provisions of Award 282.

ARTICLE II - USE OF RADIO

- (1) It is recognized that the use of radio, pursuant to the operating rules of the individual carriers, is a part of the engineer's duties.
- (2) Where existing agreements provide for arbitraries or additional pay for using radios, the General Chairman on the carrier involved will have the option of relinquishing or preserving such existing arbitrary or additional pay. If the General Chairman decides to preserve such arbitrary or additional pay, notice to that effect must be given to the carrier involved on or before June 15, 1969, and effective July 1, 1969, the amount by which the increases in yard rates of pay, exclusive of the general wage increases provided for in this Agreement, and the increases resulting from establishment of minimum vard rates, exceed 40 cents per day will be applied against such arbitraries or additional pay for using radios.

ARTICLE III - VACATIONS

Insofar as applicable to employees covered by this Agreement, the vacation agreement dated April 29, 1949, as amended, is further amended by substituting the following revised portions of paragraphs (b) and (g), effective January 1, 1969, for the corresponding paragraphs in amended Section 1 contained in the Agreement of December 2, 1964:

- (b) Effective January 1, 1969, 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.
- (g) * * * Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), and sixteen hundred (1600) basic days under Section 1(c), and thirty-two hundred (3200) basic days under Section 1(d).

ARTICLE IV - HOLIDAY PAY

Effective January 1, 1969, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964 and the letter of understanding dated November 21, 1966, is hereby amended insofar as applicable to employees covered by this Agreement by substitution of the following for Sections 2 and 3 of Article I of the Agreement of June 25, 1964, and said letter of November 21, 1966:

Section 2 -

The following provisions shall apply to regularly assigned locomotive engineers (motormen) in yard service and regularly assigned road service employees paid on a daily basis, represented by the organization party hereto:

(a) Each regularly assigned yard engineer, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Note: When any of the above-listed holidays except the employee's birthday falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.
- (c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.
 - (i) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.
 - (ii) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the seven other listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.
- (d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

- (e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.
- (f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.
- (g) When a regularly assigned employee, holding an assignment subject to paragraph (a) hereof, performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in paragraph (c) herein.
- (h) A regularly assigned employee holding an assignment which is not subject to paragraph (a) hereof, but who is called to protect other service on an assignment which is subject to paragraph (a), will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.
- (i) When one or more designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements. The qualifying days shall be the workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

Section 3 -

(a) Extra yard service engineers who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the prorata rate on any of the following holidays:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays except the employee's birthday falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, an extra yard service employee must --
 - perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,
 - (2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
 - (3) if such employee cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.
 - NOTE: For the purpose of Section 3(b)(1),(2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.
- (c) Deleted.
- (d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.
- (e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

- NOTE 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pav provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.
- NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.
- NOTE 3: The term "extra yard service employee" shall include extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.
- (f) When one or more designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements. The qualifying days shall be the workdays immediately preceding and following the vacation period.

ARTICLE V - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employee are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	100,000
LOSS OF BOCK Manas	•
Loss of Both Feet	100,000
T C C 1 . C D . th France	100,000
Loss of Sight of Both Eyes	100,000
	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of the hand and sight of the Eye	•
Loss of One Foot and Sight of One Eye	100,000
Loss of one root and signt of one Eye	•
Loss of One Hand or One Foot or Sight of On	e Eye 50,000
LOSS OF OHE Hand OF OHE FOOL OF SIGHT OF	C 11, C 10,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23C00 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder and under the provisions of Article IX of the agreement of September 14, 1968 covering firemen, hostlers and hostler helpers represented by the organization signatory hereto is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
 - (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article V is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article V of the Agreement of April 15, 1969,

(employee or personal representative)
agrees to be governed by all of the conditions and provisions
said and set forth by Article V."

Savings Clause

This Article V supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

ARTICLE VI-GENERAL PROVISIONS

(1) APPROVAL

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

(2) EFFECT OF THIS AGREEMENT

- (a) 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 January 2, 1968 and March 1, 1968, and of the notices dated on or about January 8, 1968 and March 25, 1968, respectively, served by the individual railroads on organization representatives of the employees involved, 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 until January 1, 1970 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 September 1, 1969 (not to become effective before January 1, 1970), any notice for the purpose of changing the provisions of this Agreement. Any pending notices served by the organization party hereto which are similar to the notices served on the carriers parties hereto on or about January 2, 1968 or March 1, 1968 are hereby withdrawn and no such notices may be served by the organization prior to September 1, 1969 (not to become effective before January 1, 1970). Any pending notices served by a carrier party hereto on the organization party hereto which are similar to the notices served by the carriers on or about January 8, 1968 and March 25, 1968, are hereby withdrawn, and no such notices may be served by a carrier prior to September 1, 1969 (not to become effective before January 1, 1970).
- (c) Pending employee notices covering the following subject matters:
 - (i) Installation of storm windows on locomotives,
 - (ii) Installation of cab heaters in locomotives,
 - (iii) Disputes involving mileage limitations which, as of the date of this Agreement, have been docketed by the National Mediation Board,

are excepted from the coverage of this Article.

- (d) If a carrier party hereto undertakes a merger, coordination or any similar transaction involving joint actions by more than one carrier requiring I.C.C. approval, notices relating to protective conditions covering such employees who may be adversely affected thereby are not subject to the provisions of this Article.
- (e) During the term of this Agreement, pending notices covering subject matters not specifically dealt with in paragraphs (a), (b), (c) or (d) of this Article need not be withdrawn and new notices covering such subject matters may be served, and such pending or new notices may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

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

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (FORMERLY

SIGNED AT WASHINGTON, D. C., THIS 15TH DAY OF APRIL, 1969.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN): Chairman Assistant President Secretar FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B: Member Membe Member Member Member

W. S. Macgell
Chairman

7. K. Day gr
b. E. Menrine, h.
S. S. Gaul.

FOR THE PARTICIPATING CARRIERS LISTED

APPROVED:

IN EXHIBIT C:

Chairman, National Railway Labor Conference

WITNESS:

Member, National Mediation Board

Mediator, National Mediation Board *.

APPENDIX 1

STANDARD BASIC DAILY AND MILEAGE RATES OF PAY

As of July 1, 1968

LOCOMOTIVE ENGINEERS (MOTORMEN) -- PASSENGER SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily	and Mileage Rates
(pounds)	Daily Rates	Mileage Rates
Less than 80,000	\$ 24.15	20.57¢
80,000 and less than 100,000	24. 15	20.57
100,000 and less than 140,000	24.24	20.66
140,000 and less than 170,000	24.32	20.74
170,000 and less than 200,000	24.41	20.83
200,000 and less than 250,000	24.50	20.92
250,000 and less than 300,000	24.58	21.00
300,000 and less than 350,000	24.67	21.09
350,000 and less than 400,000	24.75	21.17
400,000 and less than 450,000	24.84	21.26
450,000 and less than 500,000	24.93	21.35
500,000 and less than 550,000	25.01	21.43
550,000 and less than 600,000	25.10	21.52
600,000 and less than 650,000	25.18	21.60
650,000 and less than 700,000	25.27	21.69
700,000 and less than 750,000	25.35	21.77
750,000 and less than 800,000	25.44	21.86
800,000 and less than 850,000	25.52	21.94
850,000 and less than 900,000	25.61	22.03
900,000 and less than 950,000	25.69	22.11
950,000 and less than 1,000,000	25.78	22.20
1,000,000 pounds and over:		
For each additional 50,000 pounds or		
fraction thereof - Add alternately	\$.08 and \$.09	وور. bnd ب98
MOTOR OR ELECTRIC CARS		
in Multiple or Single Unit	\$ 24.41	21.30¢
Daily Earnings Minimum	\$ 25.91	

Standard Basic Daily and Mileage Rates of Pay - As of July 1, 1968

LOCOMOTIVE ENGINEERS (MOTORMEN) -- THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily a	nd Mileage Rates
(pounds)	Daily Rates	Mileage Rates
Less than 140,000	\$ 26.11	22.24c
140,000 and less than 200,000	26.54	22.67
200,000 and less than 250,000	26.71	22.84
250,000 and less than 300,000	26.86	22.99
300,000 and less than 350,000	27. 01	23.14
350,000 and less than 400,000	27.22	23.35
400,000 and less than 450,000	27.43	23.56
450,000 and less than 500,000	27.64	23.77
500,000 and less than 550,000	27. 85	23.98
550,000 and less than 600,000	28.03	24.16
600,000 and less than 650,000	28.21	24.34
650,000 and less than 700,000	28.39	24.52
700,000 and less than 750,000	28.57	24.70
750,000 and less than 800,000	28.75	24.88
800,000 and less than 850,000	28.93	25.06
850,000 and less than 900,000	29.11	25 .2 4
900,000 and less than 950,000	29.29	25.42
950,000 and less than 1,000,000	29.47	25.60
1,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	Add \$.18	Add .18¢

Note: Minimum daily earnings established by

Article III(b) of Agreement of October 14, 1955 \$ 27.82

LOCOMOTIVE ENGINEERS (MOTORMEN) -- YARD SERVICE

		Standard Basic Dai	
WEIGHT ON DRIV	/ERS	Six- or Seven-	Five-Day
(pounds)		Day Work Week	Work Week
Less than		\$ 26.66	\$ 30.89
140,000 and less than		27.09	31 /1
200,000 and less than	250,000	27.26	31.61
250,000 and less than	300,000	27.41	31.79
300,000 and less than	350,000	27.56	31.97
350,000 and less than	400,000	27.77	32.23
400,000 and less than	450,000	27.98	32.48
450,000 and less than		28.19	32.73
500,000 and less than	550,000	28.40	32.98
550,000 and less than	600,000	28.58	33.20
600,000 and less than	650,000	28.76	33.41
650,000 and less than	700,000	28.94	33.63
700,000 and less than	750,000	29.12	33.85
750,000 and less than	800,000	29.30	34.06
800,000 and less than	850,000	29.48	34.28
850,000 and less than	900,000	29.66	34.49
900,000 and less than	950,000	29.84	34.71
950,000 and less than	1,000,000	30.02	34.93
,000,000 pounds and or			
For each addition	al 50,000 pound	g	
or frac	ion thereof	Add \$.18	Add \$.215

Appendix 1 (Continued)

Standard Basic Daily and Mileage Rates of Pay - As of July 1, 1968

LOCOMOTIVE ENGINEERS (MOTORMEN) WORKING WITHOUT FIREMEN
RATES UNDER THE OPTION PROVIDED FOR IN ARTICLE I(2) OF AGREEMENT OF DECEMBER 2, 1964

THROUGH FREIGHT SERVICE

WEIGHT ON		Standard Basic Daily a	
	nds)	Daily Rates	Mileage Rates
•	than 140,000	\$ 29.65	25.41¢
140,000 and less	than 200,000	30.08	25 .8 4
200,000 and less	than 250,000	30.25	26.01
250,000 and less	than 300,000	30.40	26.16
300,000 and less	than 350,000	30.55	26.31
350,000 and less	than 400,000	30.76	26.52
400,000 and less	than 450,000	30.97	26.73
450,000 and less	than 500,000	31.18	26.94
500,000 and less	than 550,000	31.39	27.15
550,000 and less	than 600,000	31.57	27.33
600,000 and less	than 650,000	31.75	27.51
650,000 and less	than 700,000	31.93	27.69
700,000 and less	than 750,000	32.11	27.87
750,000 and less	than 800,000	32.29	28.05
800,000 and less	than 850,000	32.47	28.23
850,000 and less	than 900,000	32.65	28.41
900,000 and less	than 950,000	32.83	28.59
950,000 and less	than 1,000,000	33.01	28.77
1,000,000 pounds as	nd over:		
For each add	itional 50,000 pound	6	
	fraction thereof		.18c

Note: Minimum daily earnings established by

Article III(b) of Agreement of October 14, 1955 \$31.36

YARD SERVICE

	Standard Basic Dai	
WEIGHT ON DRIVERS	Six- or Seven-	Five -Day
(pounds)	Day Work Week	Work Week
Less than 140,000	\$ 30.08	\$ 34.56
140,000 and less than 200,000	30.51	35.13
200,000 and less than 250,000	30.68	35.28
250,000 and less than 300,000	30.83	35.46
300,000 and less than 350,000	30.98	35.64
350,000 and less than 400,000	31.19	35.90
400,000 and less than 450,000	31.40	36.15
450,000 and less than 500,000	31.61	36.40
500,000 and less than 550,000	31.82	36.65
550,000 and less than 600,000	32.00	36.87
600,000 and less than 650,000	32.18	37.08
650,000 and less than 700,000	32.36	37.30
700,000 and less than 750,000	32.54	37.52
750,000 and less than 800,000	32.72	37.73
800,000 and less than 850,000	32.90	37.95
850,000 and less than 900,000	33.08	38.16
900,000 and less than 950,000	33.26	38.38
950,000 and less than 1,000,000	33.44	38.60
1,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	Add \$.18	Add \$.215

Appendix 1 (Continued)

Standard Basic Daily and Mileage Rates of Pay - As of July 1, 1968

LOCOMOTIVE ENGINEERS (MOTORMEN) WORKING WITHOUT FIREMEN
THE FIREMAN'S POSITION HAVING BEEN ELIMINATED PURSUANT TO PROVISIONS OF AWARD 282
RATES WHERE OPTION PROVIDED FOR IN ART. I(2) OF AGREEMENT OF DEC. 2, 1964 HAS NOT BEEN ELECTED

THROUGH FREIGHT SERVICE

V	JE IGH	IT ON	DRIVE	RS	Standard Basic Daily	
		(pour	nds)		Daily Rates	Mileage Rates
		Less	than	140,000	\$ 27.88	23.77¢
140,000	and	less	than	200,000	28.31	24.20
200,000	and	less	than	250,000	28.48	24.37
250,000	and	less	than	300,000	28.63	24.52
300,000	and	less	than	350,000	28.78	24.67
350,000	and	less	than	400,000	28.99	24.88
400,000	and	less	than	450,000	29.20	25.09
450,000	and	less	than	500,000	29.41	25.30
500,000	and	less	than	550,000	29.62	25.51
550,000	and	less	than	600,000	29.80	25.69
600,000	and	less	than	650,000	29.98	25.87
650,000	and	less	than	700,000	30.16	26.05
700,000	and	less	than	750,000	30.34	26.23
750,000	and	less	than	800,000	30.52	26.41
800,000	and	less	than	850,000	30.70	26.59
850,000	and	le ss	than	900,000	30.88	26.77
900,000	and	less	than	950,000	31.06	26.95
950,000	and	less	than	1,000,000	31.24	27.13
1,000,000	pour	ds a	nd ove	r:		
For	each	add:	ltions	1 50,000 pounds		
		or	fracti	on thereof	Add \$.18	Add .18¢

Note: Minimum daily earnings established by Article III(b) of Agreement of October 14, 1955\$ 29.59

or fraction thereof ...

YARD SERVICE

	Standard Basic Dai	ly Rates
WEIGHT ON DRIVERS	Six- or Seven-	Five -Day
(pounds)	Day Work Week	Work Week
Less than 140,000	\$ 28.30	\$ 32.79
140,000 and less than 200,000	28.73	33.31
200,000 and less than 250,000	28.90	33.51
250,000 and less than 300,000	29.05	33.69
300,000 and less than 350,000	29.20	33.87
350,000 and less than 400,000	29.41	34.13
400,000 and less than 450,000	29.62	34.38
450,000 and less than 500,000	29.83	34.63
500,000 and less than 550,000	30.04	34.88
550,000 and less than 600,000	30.22	35.10
600,000 and less than 650,000	30.40	35.31
650,000 and less than 700,000	30.58	35.53
700,000 and less than 750,000	30.76	35 .7 5
750,000 and less than 800,000	30.94	35.96
800,000 and less than 850,000	31.12	36.18
850,000 and less than 900,000	31.30	36.39
900,000 and less than 950,000	31.48	36.61
950,000 and less than 1,000,000	31.66	56.83
,000,000 pounds and over:		
For each additional 50,000 pounds		

Add \$.18

Add \$.215

STANDARD BASIC DAILY AND MILEAGE RATES OF PAY

As of January 1, 1969

LOCOMOTIVE ENGINEERS (MOTORMEN) -- PASSENGER SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily	and Mileage Rates
(pounds)	Daily Rates	Mileage Rates
1 00 000	\$ 24.65	01.00
Less than 80,000	•	21.00¢
80,000 and less than 100,000	24.65	21.00
100,000 and less than 140,000	24.74	21.09
140,000 and less than 170,000	24.82	21.17
170,000 and less than 200,000	24.91	21.26
200,000 and less than 250,000	25.00	21.35
250,000 and less than 300,000	25.08	21.43
300,000 and less than 350,000	25.17	21.52
350,000 and less than 400,000	25.25	21.60
400,000 and less than 450,000	25.34	21.69
450,000 and less than 500,000	25.43	21.78
500,000 and less than 550,000	25.51	21.86
550,000 and less than 600,000	25.60	21.95
600,000 and less than 650,000	25.68	22.03
650,000 and less than 700,000	25.77	22.12
700,000 and less than 750,000	25.85	22.20
750,000 and less than 800,000	25.94	22.29
800,000 and less than 850,000	26.02	22.37
850,000 and less than 900,000	26.11	22.46
900,000 and less than 950,000	26.19	22.54
950,000 and less than 1,000,000	26.28	22.63
1,000,000 pounds and over:		
For each additional 50,000 pounds or		
fraction thereof - Add alternately	\$.08 and \$.09	.08c and .09c
MOTOR OR ELECTRIC CARS		
in Multiple or Single Unit	\$ 24.91	21.73c
Daily Earnings Minimum	\$ 26.41	

-6 -Appendix 2 (Continued) Standard Basic Daily and Mileage Rates of Pay - As of January 1, 1969

LOCOMOTIVE ENGINEERS (MOTORMEN) -- THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily	and Mileage Rates
(pounds)	Daily Rates	Mileage Rates
Less than 140,000	\$ 26.70	22.75c
140,000 and less than 200,000	27.13	23.18
200,000 and less than 250,000	27.30	23.35
250,000 and less than 300,000	27.45	23.50
300,000 and less than 350,000	27.60	23.65
350,000 and less than 400,000	27.81	23.86
400,000 and less than 450,000	28.02	24.07
450,000 and less than 500,000	28.23	24.28
500,000 and less than 550,000	28.44	24.49
550,000 and less than 600,000	28.62	24.67
600,000 and less than 650,000	28.80	24.85
650,000 and less than 700,000	28.98	25.03
700,000 and less than 750,000	29.16	25.21
750,000 and less than 800,000	29.34	25.39
800,000 and less than 850,000	29.52	25.57
850,000 and less than 900,000	29.70	25.75
900,000 and less than 950,000	29.88	25.93
950,000 and less than 1,000,000	30.06	26.11
1,000,000 pounds and over:		
For each additional 50,000 pound		
or fraction thereof	. Add \$.18	Add .18¢

Note: Minimum daily earnings established by

Article III(b) of Agreement of October 14, 1955 \$ 28.41

LOCOMOTIVE ENGINEERS (MOTORMEN) -- YARD SERVICE

WEIGHT ON DRIVERS	Standard Basic Dei	ly Rates Five-Day
(pounds)	Day Work Week	Work Week
Less than 140,000	\$ 27.22	31.54c
140,000 and less than 200,000	27.65	32.06
200,000 and less than 250,000	27.82	32.26
250,000 and less than 300,000	27.97	32.44
300,000 and less than 350,000	28.12	32.62
350,000 and less than 400,000	28.33	32.88
400,000 and less than 450,000	28.54	33.13
450,000 and less than 500,000	28.75	33.38
500,000 and less than 550,000	28.96	33.63
550,000 and less than 600,000	29.14	33.85
600,000 and less than 650,000	29.32	34.06
650,000 and less than 700,000	29.50	34.28
700,000 and less than 750,000	29.68	34.50
750,000 and less than 800,000	29.86	34.71
800,000 and less than 850,000	30.04	34.93
850,000 and less than 900,000	30.22	35.14
900,000 and less than 950,000	30.40	35.36
950,000 and less than 1,000,000	30.58	35.58
,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	Add \$.18	Add \$.215

Appendix 2 (Continued)

Standard Basic Daily and Mileage Rates of Pay - As of January 1, 1969

LOCOMOTIVE ENGINEERS (MOTORMEN) WORKING WITHOUT FIREMEN
RATES UNDER THE OPTION PROVIDED FOR IN ARTICLE I(2) OF AGREEMENT OF DECEMBER 2, 1964

THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily a	and Mileage Rates
(pounds)	Daily Rates	Mileage Rates
Less than 140,000	\$ 30.31	25.99c
140,000 and less than 200,000	30.74	26.42
200,000 and less than 250,000	30.91	26.59
250,000 and less than 300,000	31.06	26.74
300,000 and less than 350,000	31.21	26.89
350,000 and less than 400,000	31.42	27.10
400,000 and less than 450,000	31.63	27.31
450,000 and less than 500,000	31.84	27.52
500,000 and less than 550,000	32.05	27.73
550,000 and less than 600,000	32.23	27.91
600,000 and less than 650,000	32.41	28.09
650,000 and less than 700,000	32.59	28.27
700,000 and less than 750,000	32.77	28.45
750,000 and less than 800,000	32.95	28.63
800,000 and less than 850,000	33.13	28.81
850,000 and less than 900,000	33.31	28.99
900,000 and less than 950,000	33.49	29.17
950,000 and less than 1,000,000	33.67	29.35
1,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	Add \$.18	Add .18¢

Note: Minimum daily earnings established by

Article III(b) of Agreement of October 14, 1955 \$ 32.02

YARD SERVICE

	Standard Basic Daily Rates	
WEIGHT ON DRIVERS	Six- or Seven-	Five -Day
(pounds)	Day Work Week	Hork Heek
Less than 140,000	\$ 30.71	35.29
140,000 and less than 200,000	31.14	35.81
200,000 and less than 250,000	31.31	36.01
250,000 and less than 300,000	31.46	36.19
300,000 and less than 350,000	31.61	36.37
350,000 and less than 400,000	31.82	36.63
400,000 and less than 450,000	32.03	36.38
450,000 and less than 500,000	32.24	37.13
500,000 and less than 550,000	32.45	37.38
550,000 and less than 600,000	32.63	37.60
600,000 and less than 650,000	32.81	37.81
650,000 and less than 700,000	32.99	38.03
700,000 and less than 750,000	33.17	38.25
750,000 and less than 800,000	33.35	38.46
800,000 and less than 850,000	33.53	38.68
850,000 and less than 900,000	33.71	38.89
900,000 and less than 950,000	33.89	39.11
950,000 and less than 1,000,000	34.07	39.33
1,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	Add \$.18	Add \$,215

Appendix 2 (Continued)

Standard Basic Daily and Mileage Rates of Pay - As of January 1, 1969

LOCOMOTIVE ENGINEERS (MOTORMEN) WORKING WITHOUT FIREMEN

THE FIREMAN'S POSITION HAVING BEEN ELIMINATED PURSUANT TO PROVISIONS OF AWARD 282 RATES WHERE OPTION PROVIDED FOR IN ART. I(2) OF AGREEMENT OF DEC. 2, 1964 HAS NOT BEEN ELECTED

THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily	and Mileage Rates
(pounds)	Daily Rates	Mileage Rates
Less than 140,000	\$ 28.50	24.31¢
140,000 and less than 200,000	28.93	24.74
200,000 and less than 250,000	29.10	24.91
250,000 and less than 300,000	29.25	25.06
300,000 and less than 350,000	29.40	25.21
350,000 and less than 400,000	29.61	25.42
400,000 and less than 450,000	29.82	25.63
450,000 and less than 500,000	30.03	25.84
500,000 and less than 550,000	30.24	26.05
550,000 and less than 600,000	30.42	26.23
600,000 and less than 650,000	30.60	26.41
650,000 and less than 700,000	30.78	26.59
700,000 and less than 750,000	30.96	26.77
750,000 and less than 800,000	31.14	26.95
800,000 and less than 850,000	31.32	27.13
850,000 and less than 900,000	31.50	27.31
900,000 and less than 950,000	31.68	27.49
950,000 and less than 1,000,000	31.86	27.67
1,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	Add \$.18	Add .18¢

Note: Minimum daily earnings established by

Article III(b) of Agreement of October 14, 1955 \$ 30.21

YARD SERVICE

•	Standard Basic Daily Rates		es
WEIGHT ON DRIVERS	Six-	or Seven- F	ive -Day
(pounds)	Day W	ork Week W	ork Week
Less than 14	,000	\$ 28.90	\$ 33.48
	,000	29.33	34.00
200,000 and less than 25	,000	29.50	34.20
	,000	29.65	34.38
300,000 and less than 35	,000	29.80	34.56
	0,000	30.01	34.82
400,000 and less than 45	,000	30.22	35.07
450,000 and less than 50	,000	30.43	35.32
500,000 and less than 55	,000	30.64	35.57
550,000 and less than 60	000	30.82	35.79
600,000 and less than 65	,000	31.00	36.00
650,000 and less than 70	0,000	31.18	36.22
700,000 and less than 75	,000	31.36	36.44
750,000 and less than 80	000	31.54	36.65
	0,000	31.72	36.87
	0,000	31.9 0.	37.08
900,000 and less than 95	0,000	32.08	37.30
950,000 and less than 1,00	0,000	32.26	37.52
1,000,000 pounds and over:			
For each additional 50,			
or fraction th	ereof	Add \$.18	Add \$.215

STANDARD BASIC DAILY AND MILEAGE RATES OF PAY

As of July 1, 1969

LOCOMOTIVE ENGINEERS (MOTORMEN) -- PASSENGER SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily	
(pounds)	Daily Rates	Mileage Rates
Less than 80,000	\$ 25.95	22.11¢
80,000 and less than 100,000	25.95	22.11
100,000 and less than 140,000	26.04	22.20
140,000 and less than 170,000	26.12	22.28
170,000 and less than 200,000	26.21	22.37
200,000 and less than 250,000	26.30	22.46
250,000 and less than 300,000	26.38	22.54
300,000 and less than 350,000	26.47	22.63
350,000 and less than 400,000	26.55	22.71
400,000 and less than 450,000	26.64	22.80
450,000 and less than 500,000	26.73	22.89
500,000 and less than 550,000	26.81	22.97
550,000 and less than 600,000	26.90	23,06
600,000 and less than 650,000	26.98	23.14
650,000 and less than 700,000	27.07	23.23
700,000 and less than 750,000	27.15	23.31
750,000 and less than 800,000	27.24	23.40
800,000 and less than 850,000	27.32	23.48
850,000 and less than 900,000	27.41	23.57
900,000 and less than 950,000	27.49	23.65
950,000 and less than 1,000,000	27.58	23.74
1,000,000 pounds and over:		
For each additional 50,000 pounds or		
fraction thereof - Add alternately	\$.08 and \$.09	.08c and .09c
MOTOR OR ELECTRIC CARS		
in Multiple or Single Unit	\$ 26.21	22.84c
Daily Earnings Minimum	\$ 27.71	٠.

Standard Basic Daily and Mileage Rates of Pay - As of July 1, 1969

LOCOMOTIVE ENGINEERS (MOTORMEN) -- THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS	Standard Basic Daily	and Mileage Rates
(pounds)	Daily Rates	Mileage Rates
Less than 140,000	\$ 28.22	24.07¢
140,000 and less than 200,000	28.65	24.50
200,000 and less than 250,000	28.82	24.67
250,000 and less than 300,000	28.97	24 -82
300,000 and less than 350,000	29.12	24.97
350,000 and less than 400,000	29.33	25.18
400,000 and less than 450,000	29.54	25.39
450,000 and less than 500,000	29.75	25.60
500,000 and less than 550,000	29.96	25.81
550,000 and less than 600,000	30.14	25.99
600,000 and less than 650,000	30.32	26.17
650,000 and less than 700,000	30.50	26.35
700,000 and less than 750,000	30.68	26.53
750,000 and less than 800,000	30.86	26.71
800,000 and less than 850,000	31.04	26.89
850,000 and less than 900,000	31.22	27.07
900,000 and less than 950,000	31.40	27.25
950,000 and less than 1,000,000	31.58	27.43
1,000,000 pounds and over:		
For each additional 50,000 pounds		
or fraction thereof	. Add \$.18	Add .18¢

Note: Minimum daily earnings established by

Article III(b) of Agreement of October 14, 1955 \$29.93

or fraction thereof

Differential for Engineers Working Without Firemen

For engineers working without firemen, the fireman's position having been eliminated pursuant to the provisions of Award 282, a uniform differential of \$4.00 per basic day and 4¢ per mile for miles in excess of 100 will be added to the above rates (in addition to the local freight differential if applicable).

LOCOMOTIVE ENGINEERS (MOTORMEN) -- YARD SERVICE

	Standard Basic Dai	ly Rates
WEIGHT ON DRIVERS	Six- or Seven-	Five-Day
(pounds)	Day Work Week	Work Week
Less than 500,000	\$ 29.61	\$ 34.38
500,000 and less than 550,000	29.82	34.63
550,000 and less than 600,000	30.00	34.85
600,000 and less than 650,000	30.18	35.06
650,000 and less than 700,000	30.36	35.28
700,000 and less than 750,000	30.54	35.50
750,000 and less than 800,000	30.72	35.71
800,000 and less than 850,000	30.90	35.93
850,000 and less than 900,000	31.08	36.14
900,000 and less than 950,000	31.26	36.36
950,000 and less than 1,000,000	31.44	36.58
1,000,000 pounds and over:		
For each additional 50,000 pounds	6	•

Differential for Engineers Working Without Firemen

Add \$.18

Add \$.215

For engineers working without firemen, the firemen's position having been eliminated pursuant to the provisions of Award 282, a uniform differential of \$4.00 per basic day will be added to the above rates.

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

J. P. HILTZ, JR., Chairman -

W. D. QUARLES, JR., Vice Chairman

JAMES A. WILCOX, General Counsel

H. E. GREER, Director of Research J. F. GRIFFIN, Administrative Secretary

W. S. MACGILL, Chairman Southeastern Carriers' Conference Committee J. W. ORAM, Chairman
Eastern Carriers' Conference Committee

M. E. PARKS, Chairman Western Carriers' Conference Committee

April 15, 1969

Mr. J. W. Jennings, Vice President United Transportation Union (Formerly Vice President, Brotherhood of Locomotive Firemen and Enginemen) 15401 Detroit Avenue Cleveland, Ohio 44107

Dear Mr. Jennings:

In connection with Articles III and IV of the Mediation Agreement of April 15, 1969:

Under Article III, an employee entitled to a second week of vacation in 1969 shall be granted an additional week's vacation, or paid in lieu thereof, in accordance with the provisions of the Vacation Agreement whether or not he has already taken his first week of vacation. In determining whether an employee is entitled to a second week of vacation in 1969, paragraph (b) in Article III applies regardless of whether the employee completed his second year of continuous service prior to the date of the Agreement and whether prior, during or subsequent to any vacation already taken.

Under Article IV, employees who would be entitled to holiday pay for holidays commencing with January 1, 1969, for which they were not eligible under the former agreement provisions, may file claims for such holiday pay. Time limit provisions in relation to such claims start running 30 days from April 15, 1969, the date of the agreement.

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

Yours very truly,

Accepted:

J. W. Jamings

EASTERN RAILROADS

LIST OF EASTERN RAILROADS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 2, 1968 AND MARCH 1, 1968, SERVED UPON VARIOUS EASTERN RAILROADS ON WHICH THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN (NOW PART OF THE UNITED TRANSPORTATION UNION) REPRESENTS LOCOMOTIVE ENGINEERS, BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THAT ORGANIZATION, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT SET FORTH THEREIN, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT JANUARY 8, 1968 AND MARCH 25, 1968, RESPECTIVELY, FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with the provisions of current schedule agreements applicable to locomotive engineers represented by the United Transportation Union (formerly represented by the Brotherhood of Locomotive Firemen and Enginemen).

Akron and Barberton Belt Railroad, The Ann Arbor Railroad Company Baltimore and Ohio Railroad Company, The (Curtis Bay Railroad only) (Strouds Creek and Muddlety territory only) Bangor and Aroostook Railroad Company Bessemer and Lake Erie Railroad Buffalo Creek Railroad Bush Terminal Railroad Chicago South Shore and South Bend Railroad Cincinnati Union Terminal Company, The Detroit and Toledo Shore Line Railroad Company, The Lehigh and New England Railway Company Maine Central Railroad Company Portland Terminal Company McKeesport Connecting Railroad Montour Railroad 1:Penn Central Company (Canada Division) Pittsburg & Shawmut Railroad Company, The Union Freight Railroad Washington Terminal Company, The Western Maryland Railway Company

NOTES: -

1 - Authorization only covers organization's January 2, 1968 notice and proposals served by the Penn Central Company (Canada Division) on or about January 8, 1968 for concurrent handling therewith.

2: Youngstown and Northern Railroad Company, The

2 - Items Nos. 1 and 2 of Carrier Proposals served on or about January 8, 1968, were withdrawn and are not covered by this authorization.

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (FORMERLY REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN):

FOR THE CARRIERS:

Washington, D. C. March 31, 1969

W. J. Byrne

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 2, 1968 AND MARCH 1, 1968, SERVED UPON VARIOUS WESTERN RAILROADS ON WHICH THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN (NOW PART OF THE UNITED TRANSPORTATION UNION) REPRESENTS LOCOMOTIVE ENGINEERS, BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THAT ORGANIZATION, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT SET FORTH THEREIN, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT JANUARY 8, 1968 AND MARCH 25, 1968, RESPECTIVELY, FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with the provisions of current schedule agreements applicable to locomotive engineers represented by the United Transportation Union (formerly represented by the Brotherhood of Locomotive Firemen and Enginemen).

Alton and Southern Railway Bauxite and Northern Railway Company Chicago & Illinois Midland Railway Company Chicago and North Western Railway Company (former Minneapolis Industrial Railway and former Railway Transfer Company of the City of Minneapolis) 1:Chicago and Western Indiana Railroad Company 2:Chicago, Burlington and Quincy Railroad (former M&IB&B Ry.) Chicago Short Line Railway Company Chicago, West Pullman & Southern Railroad Company Columbia & Cowlitz Railway Company Davenport, Rock Island and North Western Railway Company Des Moines Union Railway Company Duluth, Missabe and Iron Range Railway Company Duluth, Winnipeg & Pacific Railway 1:East St. Louis Junction Railroad Fort Worth Belt Railway Company Galveston, Houston and Henderson Railroad Company Galveston Wharves, Board of Trustees of the Green Bay and Western Railroad Company Kewaunee, Green Bay & Western Railroad Company Houston Belt & Terminal Railway Company Illinois Northern Railway Illinois Terminal Railroad Company Kansas City Terminal Railway Company Lake Superior Terminal and Transfer Railway Company, The Longview, Portland & Northern Railway Company Los Angeles Junction Railway Company Manufacturers Railway Minneapolis, Northfield and Southern Railway Minnesota, Dakota & Western Railway Company Missouri Pacific Railroad Company (former Union Railway Co.) Missouri-Illinois Railroad Company 2: New Orleans and Lower Coast Railroad Company Peoria and Pekin Union Railway Company

EXHIBIT B

Port Terminal Railroad Association
St. Joseph Terminal Railroad
Saint Paul Union Depot Company
Sioux City Terminal Railway Company
Spokane International Railroad Company
Toledo, Peoria & Western Railroad Company
Union Terminal Company (Dallas), The
(Union Terminal Railway Company
(St. Joseph Belt Railway Company
Wichita Terminal Association, The

NOTES: -

- 1: Authorization only covers organization's January 2, 1968 notice and proposals served by carriers on or about January 8, 1968 for concurrent handling therewith.
- 2: Authorization only covers organization's March 1, 1968 notice and proposals served by carriers on or about March 25, 1968 for concurrent handling therewith.

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (FORMERLY REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN):

ELECT & MISE PARK

Carrier Contract Taylor of Artifaction (Artifaction Contraction)

A control of the property of the second of th

FOR THE CARRIERS:

Mother

Washington, D. C. March 31, 1969

SOUTHEASTERN RAILROADS

LIST OF SOUTHEASTERN RAILROADS REPRESENTED BY THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 2, 1968 AND MARCH 1, 1968, SERVED UPON VARIOUS SOUTHEASTERN RAILROADS ON WHICH THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN (NOW PART OF THE UNITED TRANSPORTATION UNION) REPRESENTS LOCOMOTIVE ENGINEERS, BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THAT ORGANIZATION, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT SET FORTH THEREIN, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT JANUARY 8, 1968 AND MARCH 25, 1968, RESPECTIVELY, FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with notices filed and with the provisions of current schedule agreements applicable to locomotive engineers represented by the United Transportation Union (formerly represented by the Brotherhood of Locomotive Firemen and Enginemen).

Birmingham Southern Railroad

Georgia Southern and Florida Railway Company

Jacksonville Terminal Company

Kentucky & Indiana Terminal Railroad

Mississippi Export Railroad

New Orleans Public Belt Railroad

FOR THE CARRIERS:

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (FORMERLY REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN):

W. S. Mayll

W. J. Byrne

Washington, D. C. March 31, 1969