

R. Y. A.
JUNE 16, 1982

MEDIATION AGREEMENT, CASE A-10809

DATED JUNE 16, 1982

between railroads represented by the
NATIONAL CARRIERS' CONFERENCE COMMITTEE

and

employees of such railroads represented by the
RAILROAD YARDMASTERS OF AMERICA

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

THIS AGREEMENT, made this 16th day of June, 1982, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1. - First General Wage Increase

Effective April 1, 1981, each basic monthly rate of pay in effect on March 31, 1981, for employees covered by this Agreement shall be increased by 2 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 58 cents per hour in effect on March 31, 1981 will not be included with basic rates in computing the amount of this increase.

Section 2. - Second General Wage Increase

Effective October 1, 1981, each basic monthly rate of pay in effect on September 30, 1981, for employees covered by this Agreement shall be increased by 3 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of 90 cents per hour in effect on September 30, 1981 will not be included with basic rates in computing the amount of this increase.

Section 3. - Third General Wage Increase

Effective July 1, 1982, each basic monthly rate of pay in effect on June 30, 1982, for employees covered by this Agreement shall be increased by 3 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The cost-of-living allowance of \$1.25 per hour which will be in effect on June 30, 1982 will not be included with basic rates in computing the amount of this increase.

Section 4. - Fourth General Wage Increase

Effective July 1, 1983, each basic monthly rate of pay in effect on June 30, 1983, for employees covered by this Agreement shall be increased by 3 percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made. The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with basic rates in computing the amount of this increase.

Section 5.

All employees who had an employment relationship after March 31, 1981, shall receive the amounts to which they are entitled under 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 left the service of the carrier for any reason other than retirement or death.

Section 6.

Rates of pay resulting from the increases provided for in this Article will not be reduced under Article II.

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

Section 1. - Amount and Effective Dates of Cost-of-Living Adjustments

(a) A cost-of-living adjustment increase of 32 cents per hour will be made effective July 1, 1981. The amount of such adjustment will be added to the cost-of-living allowance of 58 cents per hour remaining in effect. As result of such adjustment, the cost-of-living allowance effective July 1, 1981 will be 90 cents per hour.

(b) A further cost-of-living adjustment increase of 35 cents per hour will be made effective as of January 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of 90 cents per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective January 1, 1982 will be \$1.25 per hour.

(c) A further cost-of-living adjustment increase of 20 cents per hour will be made effective as of July 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of \$1.25 per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective July 1, 1982 will be \$1.45 per hour.

(d) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a), (b) and (c) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (h) and (i) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective January 1, 1983, based (subject to paragraph (h)(i) below) on the BLS Consumer Price Index for September 1982 as compared with the index for March 1982. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (h)(ii) below, according to the formula set forth in paragraph (i) below:

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
(1)	(2)	(3)
March 1982	September 1982	January 1, 1983
September 1982	March 1983	July 1, 1983
March 1983	September 1983	January 1, 1984

(e) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates and vacations in the same manner as basic wage adjustments have been applied in the past.

(f) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(g) On December 31, 1983 the cost-of-living allowance in effect on January 1, 1983 shall be rolled into basic rates of pay and the cost-of-living allowance remaining in effect will be reduced by a like amount. On June 30, 1984, 50% of the cost-of-living allowance then in effect (rounded to the next higher cent if the allowance consists of an odd number of cents) shall be rolled into basic rates and the cost-of-living allowance remaining in effect will be reduced by a like amount.

(h) Cap. (i) In calculations under paragraph (i) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<u>Effective Date</u>	<u>Maximum C.P.I. Increase</u>
<u>of Adjustment</u>	<u>Which May Be Taken into Account</u>
(1)	(2)
January 1, 1983	4% of March 1982 CPI
July 1, 1983	8% of March 1982 CPI, less the increase from March 1982 to September 1982.
January 1, 1984	4% of March 1983 CPI

(ii) If the increase in the BLS Consumer Price Index from the base month of March 1982 to the measurement month of September 1982, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July 1 will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4%

mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (i) below in calculation of the cost-of-living adjustment which will have become effective January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1982 to the measurement month of March 1983 in excess of 8% of the March 1982 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(i) Formula. The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (h) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance which will become effective July 1, 1982 as result of application of Section 1(c) will be adjusted (increased or decreased) effective January 1, 1983 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (h) above, in the BLS Consumer Price Index during the measurement period from the base month of March 1982 to the measurement month of September 1982. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance which will have become effective July 1, 1982 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(j) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2. - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become

part of basic rates of pay except as provided in Section 1(g). Each one cent per hour of cost-of-living allowance will be applied to basic monthly rates of pay produced by application of Sections 1, 2, 3 and 4 of Article I and by Section 1(g) of this Article II on each railroad in the same manner as used in applying the cost-of-living adjustment provisions of the October 31, 1978 National Agreement.

All employees who had an employment relationship after March 31, 1981, shall receive the amounts to which they are entitled under Article II regardless of whether they are now in the employ of the carrier except persons who prior to the date of this Agreement have left the service of the carrier for any reason other than retirement or death.

ARTICLE III - VACATIONS

Effective January 1, 1982, Section 1 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is further amended by substituting the following sections for the corresponding sections contained in Article III of the Agreement of October 31, 1978:

On carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is in effect:

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 eight 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 seventeen 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)(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 eight 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 seventeen or more years of continuous service with the employing carrier.

ARTICLE IV - HOLIDAYS

Effective January 1, 1983, the national holiday rule, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

(b) The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) Life Insurance - The maximum life insurance benefit for active employees will be increased from \$6,000 to \$10,000.

(b) Accidental Death, Dismemberment and Loss of Sight - The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from \$4,000 to \$8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from \$2,000 to \$4,000.

(c) Hospital Miscellaneous Benefits - The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$2,000 plus 80% of the excess over \$2,000," to "not more than \$2,500 plus 80% of the excess over \$2,500."

(d) Surgical Expense Benefit -

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from \$1,000 to \$1,500; and the \$1,000 E Surgical Schedule will be replaced by a \$1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure. Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

- | | |
|--------------------------|-----------------------------------|
| 1. Breast Surgery | 7. Gall Bladder Operations |
| 2. Bunion Surgery | 8. Knee Surgery |
| 3. Cataract Surgery | 9. Prostate Operations |
| 4. Hemorrhoid Operations | 10. Rhinoplasty |
| 5. Hernia Repairs | 11. Tonsillectomy & Adenoidectomy |
| 6. Hysterectomy | 12. Varicose Vein Operations |

(e) Radiation Therapy Expense Benefits - The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar year will be increased from \$400 to \$600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for any one accident or sickness will be increased from \$400 to \$600.

(f) X-Ray or Laboratory Examinations - The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from \$150 to \$250.

(g) Physician's Fee Benefit

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$10.00 to \$12.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$3,650 to \$4,380.

(ii) The maximum amount payable for physician's office visits by an employee shall be increased from \$10.00 to \$12.00, and for home visits from \$12.00 to \$15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) Major Medical Expense Benefits - The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from \$250,000 to \$500,000.

(i) Hospital Emergency Room - To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of \$50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first \$50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of \$100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after the first day of the calendar month following the month in which this agreement is executed) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits

If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.

Section 5. Suspended and Dismissed Employees

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.

Section 6. Vacation Pay

The receipt of vacation pay by a furloughed employee will not require that his or her employer make any payment to the insurer or other contribution to the Plan as to such employee and will not cause the furloughed employee to be covered under the Plan, if he or she is not for any other reason so covered, during the month following the month in which the furloughed employee receives such vacation pay.

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective as of January 1, 1982:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from \$750 to \$1,000.

(b) The maximum aggregate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from \$500 to \$750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

- a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.
- b. Topical application of fluoride for dependent children, but not more than once in any calendar year.
- c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.
- d. Emergency palliative treatment (to alleviate pain or discomfort).

e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit change will be made effective as of January 1, 1982: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from \$50,000 to \$75,000.

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE IX - PERSONAL LEAVE

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying requirements under vacation rules in effect on January 1, 1982 for three (3) weeks of vacation shall be entitled to one day of personal leave in 1982 and subsequent calendar years;

Employees who have met the qualifying requirements under vacation rules in effect on January 1, 1982 for four (4) weeks or more of vacation shall be entitled to two days of personal leave in 1982 and subsequent calendar years.

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under these provisions.

Section 3

This Article shall become effective thirty (30) days after the date of this Agreement except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date. Where such election is not exercised, any existing local rules or practices pertaining to personal leave days are eliminated.

ARTICLE X - SUPPLEMENTAL RETIREE MEDICAL INSURANCE CONTRIBUTION

Effective July 1982, and for each month thereafter, an amount equal to 2¢ an hour for each hour of service worked as a yardmaster during such month by any employee covered by this agreement shall be forwarded to the insurance company that administers the organization's prepaid retiree medical insurance program. Such amounts contributed shall be used solely for the purpose of funding benefits for beneficiaries who have met the eligibility requirements of the Railroad Employees National Early Retirement Major Medical Benefit Plan or who were eligible under such Plan but no longer are because of coverage under Medicare.

ARTICLE XI - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - 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 Exhibit A by the organization signatory hereto dated on or about February 3, 1981 (Scope), February 20, 1981 (Health and Welfare), March 27, 1981 (Wages and Rules) and proposals served by the carriers for concurrent handling therewith. This Agreement shall remain in effect through June 30, 1984 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in paragraphs (c) and (e), no party to this Agreement shall serve, prior to April 1, 1984, (not to become effective before July 1, 1984), any proposal which relates to the subject matter of the provisions of this Agreement, which proposes matters covered by the organization's notices specified in paragraph (a) above, or which relates to subjects that are traditionally handled on a national basis, and any proposals in pending notices relating to such subject 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 April 1, 1984, (not to become effective before July 1, 1984) 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) During the term of this Agreement, pending proposals covering subject matters not specifically dealt with in paragraphs (a), (b), (c) and (e) of this Section 2 need not be withdrawn and new proposals covering such subject matters may be served, and such pending or new proposals 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.

(e) (1) During the term of this Agreement new proposals covering the subject matter of a Training Program may be served on a local (but not on a regional or national) basis, and such new proposals may be handled on a local basis within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act.

(e) (ii) Where a notice is properly served pursuant to paragraph (e)(i) of this Section 2 and arbitration is proffered by the National Mediation Board, such arbitration shall be held at the request of the organization on the notice provided it does not involve or present any jurisdictional issue involving any other labor organization, and is not a significant cost item to the carrier, and on any reasonable (but not necessarily related) counterproposal served by the carrier for concurrent handling.

(e) (iii) If a carrier on which a notice is served pursuant to paragraph (e)(i) of this Section 2 advises the General Chairman that such notice involves or presents a jurisdictional issue involving another labor organization, the notice may not be further progressed until the jurisdictional issue is resolved to the satisfaction of the carrier.

(e) (iv) Where the organization has requested arbitration and there is a dispute as to whether a proposal or a counterproposal is properly served or meets the applicable foregoing criteria (other than the jurisdictional criterion) for arbitration, such dispute shall be referred to a committee comprised of an equal number of representatives appointed by the National Carriers' Conference Committee and the Organization, plus a neutral member if needed, which will determine the matters in dispute.

If the parties are unable to select a neutral member to serve with the committee, either party may request the National Mediation Board to appoint such neutral member. The salary and expenses of the neutral will be paid in accordance with existing law.

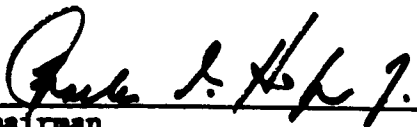
If the committee determines the proposal and counterproposal, if any, to be arbitrable, such proposal or proposals will be disposed of on the property of the particular carrier under the arbitration provisions of the Railway Labor Act.

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

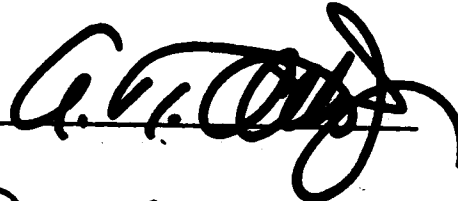
SIGNED AT WASHINGTON, D.C. THIS 16TH DAY OF JUNE, 1982.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:


FOR THE EMPLOYEES REPRESENTED BY
THE RAILROAD YARDMASTERS OF AMERICA:



Chairman







FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: (Cont'd.)

FOR THE EMPLOYEES REPRESENTED BY
THE RAILROAD YARDMASTERS OF AMERICA:
(Cont'd.)

W. D. [unclear] *

A. E. Ebers *

F. L. Oterman

[unclear]

C. E. [unclear] Jr.

George A. Paul

R. C. Steele, Jr.

Robert E. [unclear]

N. A. Eisdody

J. C. [unclear]

R. C. Arthur

R. L. [unclear]

DR Carson

H. E. Miller

H. F. [unclear] *

[unclear]

Witness:

Robert D. [unclear]
Chairman, National Mediation Board

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

June 16, 1982

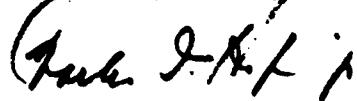
Mr. A. T. Otto, Jr.
President
Railroad Yardmasters of America
Schoch Building, Room 201-202
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Mr. Otto:

This confirms our understanding that to the extent possible employees eligible for an additional week of vacation in 1982 because of the revisions in the RYA January 29, 1965 Agreement provided for in Article III of this Agreement should be granted such additional vacation prior to the end of this calendar year. However, if the carrier is unable to grant this additional vacation benefit during the balance of this year, such employee shall be compensated in lieu of that additional week of vacation at the straight time rate of pay.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I concur:



NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

June 16, 1982

Mr. A. T. Otto, Jr.
President
Railroad Yardmasters of America
1411 Peterson Avenue, Room 201
Park Ridge, Illinois 60068

Dear Mr. Otto:

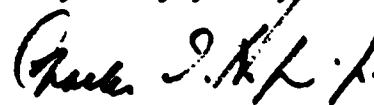
A committee shall be established by the Joint Policyholders consisting of an equal number of organization and carrier representatives for the purpose of continuing exploration of ways to contain or decrease the costs of maintaining the National Health and Welfare Plan without decreasing the benefits or services that the plan provides. In pursuing cost containment measures the committee will be authorized to obtain and/or develop whatever information is necessary in order to determine where the Plan is incurring unnecessary or excessive expenses. The committee shall make such recommendations as it deems appropriate for implementing any of its findings.

The committee is also authorized to investigate and recommend the implementation of new experimental programs on a community or other basis for the purpose of determining whether existing benefits can be provided in ways which may reduce costs to the Plan while at the same time preserving the services currently provided.

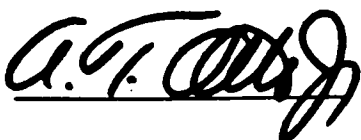
In addition, the committee may consider alternatives to the current Joint Policyholder arrangement, and consider submitting the Plan to competitive bidding; and in this process identify insurers that are fit and able to provide the services necessary in connection with the Plan, the selection criteria and the bid specifications.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,


C. I. Hopkins, Jr.

I concur:



RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT FEBRUARY 3, 1981, OF DESIRE TO REVISE AND SUPPLEMENT ALL EXISTING SCOPE AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT THERETO; NOTICES, DATED ON OR ABOUT FEBRUARY 20, 1981, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING HEALTH AND WELFARE AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT THERETO; AND NOTICES, DATED ON OR ABOUT MARCH 27, 1981, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSALS SET FORTH IN ATTACHMENT THERETO (WAGES AND RULES), SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, AND PROPOSALS 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 applicable to employees represented by the Railroad Yardmasters of America.

Alton & Southern Railway Company

- *-Boston and Maine Corporation**
- Burlington Northern Railroad Company**
- Camas Prairie Railroad Company**
- Central of Georgia Railroad Company**

THE CHESSIE SYSTEM:

- Baltimore and Ohio Railroad Company**
- Baltimore and Ohio Chicago Terminal Railroad Company**
- Chesapeake and Ohio Railway Company**
- Staten Island Railroad Corporation**
- Western Maryland Railway Company**
- Chicago and North Western Transportation Company**
- *-#-Chicago, Milwaukee, St. Paul and Pacific Railroad Company**
- Chicago, West Pullman & Southern Railroad Company**
- Davenport, Rock Island and North Western Railway Company**
- Denver and Rio Grande Western Railroad Company**
- Des Moines Union Railway Company**
- Detroit & Toledo Shore Line Railroad Company**
- @-Duluth, Missabe and Iron Range Railway Company**
- Duluth, Winnipeg & Pacific Railway Company**

THE FAMILY LINES:

- Seaboard Coast Line Railroad Company**
- †- Louisville and Nashville Railroad Company**
- Clinchfield Railroad Company**
- Atlanta Joint Terminals**
- The Western Railway of Alabama**
- Fort Worth and Denver Railway Company**
- Grand Trunk Western Railroad Company**
- †-Houston Belt and Terminal Railway Company**
- Illinois Central Gulf Railroad Company**
- Indiana Harbor Belt Railroad Company**
- Kansas City Southern Railway Company**
- Louisiana & Arkansas Railway Company**
- Milwaukee-Kansas City Southern Railway Company**
- Kentucky & Indiana Terminal Railroad Company**
- Lake Superior Terminal & Transfer Railway Company**
- †-#-Long Island Rail Road**
- Minnesota Transfer Railway Company**
- Missouri-Kansas-Texas Railroad Company**

Missouri Pacific Railroad Company
Monongahela Railway Company
#-@-National Railroad Passenger Corporation
New Orleans Public Belt Railroad
Norfolk and Western Railway Company
Ogden Union Railway and Depot Company
Peoria and Pekin Union Railway Company
Pittsburgh & Lake Erie Railroad Company
Pittsburgh, Chartiers & Youghiogheny Railway Company
Portland Terminal Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
Soo Line Railroad
Southern Railway Company
Alabama Great Southern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
New Orleans Terminal Company
Norfolk Southern Railway Company
Terminal Railroad Association of St. Louis
Union Pacific Railroad Company
#-@-Washington Terminal Company
/-Western Pacific Railroad Company

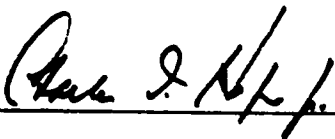
- - - - -

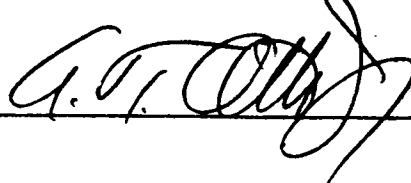
NOTES:

- * - Subject to the approval of the Courts.
- / - Authorization excludes negotiation of the organization's notice dated February 3, 1981, of desire to revise and supplement all existing scope agreements, and such proposals as were served by the carrier for concurrent handling therewith.
- # - Authorization excludes negotiation of the organization's notice dated March 27, 1981 (wages and rules), and such proposals as were served by the carrier for concurrent handling therewith.
- @ - Authorization excludes negotiation of the organization's notice dated February 20, 1981, of desire to revise and supplement existing health and welfare agreements, and such proposals as were served by the carrier for concurrent handling therewith.
- ! - Authorization includes the Monon, NC&StL Districts and Nashville Terminals.

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:





Washington, D.C.
June 16, 1982

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

THIS AGREEMENT, made this 16th day of June, 1982, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Railroad Yardmasters of America, witnesseth:

IT IS HEREBY AGREED:

1. Effective July 1, 1982, Section 4. Benefits. of the October 31, 1978 Supplemental Sickness Benefit Agreement shall be amended to read as follows:

4. Benefits.

(a) Subject to the provisions of Subparagraph 4(b), for periods of disability commencing on or after July 1, 1982, the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be \$1,123, and the monthly benefit under this Plan for employees who have exhausted their sickness benefit under the Railroad Unemployment Insurance Act will be \$1,667. For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar days basis at 1/30 of the monthly benefit rate.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness, and the sum of 21.75 times the average daily benefit for Yardmasters under the Act as so amended plus the amount of the \$1,123 monthly benefit should exceed \$1,747, the amount of the monthly benefit shall be reduced to the extent that the sum of the amount of the reduced monthly benefit plus 21.75 times the average daily benefit for yardmasters under the amended Act will not exceed \$1,747. "The average daily benefit for Yardmasters under the Act as so amended" for purposes of this Paragraph 4(b) is the benefit which would be payable to a Yardmaster who had worked full time in his base year and whose monthly rate of pay at the July 1, 1982 wage level was \$2,495.

2. Court Approval. This Agreement is subject to approval of the courts with respect to participating railroads in the hands of receivers or trustees.

3. Effect of this Agreement. This Agreement is in full disposition of the notices, dated on or about June 1, 1981, served on the railroads listed in Exhibit A by the General Chairmen, or other recognized representatives, of desire to revise and amend existing agreements relating to sickness benefits.

4. Duration. The Supplemental Sickness Benefit Plan as hereby amended will continue in effect without change through December 31, 1984, and thereafter except as it may be modified or terminated pursuant to the

provisions of the Railway Labor Act. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave or sickness benefits may be served by any party to this Agreement prior to April 1, 1984 (not to become effective prior to January 1, 1985) and any pending notices covering such subject matters are hereby withdrawn. This paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the Railroad Yardmasters of America.

SIGNED AT WASHINGTON, D.C. THIS 16TH DAY OF JUNE, 1982.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA:

Charles J. Hoff Jr.
Chairman

A. V. [Signature]

C. Burch

R. J. Bulver

W. Deak

N. A. Erdody

A. E. Egan

J. C. [Signature]

F. L. [Signature]

R. C. Arthur

[Signature]

R. L. Ryka

O. E. [Signature]

D. R. [Signature]

George [Signature]

H. E. Miller

L. C. Steele, Jr.

[Signature]

Robert [Signature]

Witness:

Robert [Signature]
Chairman, National Mediation Board

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JUNE 1, 1981, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, OF DESIRE TO REVISE AND AMEND EXISTING AGREEMENTS RELATING TO SICKNESS BENEFITS TO THE EXTENT INDICATED IN ATTACHMENT "A" THERETO, AND SUCH PROPOSALS AS MAY BE 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 applicable to employees represented by the Railroad Yardmasters of America.

Alton & Southern Railway Company
@-Burlington Northern Railroad Company
Camas Prairie Railroad Company
Central of Georgia Railroad Company
THE CHESSIE SYSTEM:
Baltimore and Ohio Railroad Company
Baltimore and Ohio Chicago Terminal Railroad Company
Chesapeake and Ohio Railway Company
Staten Island Railroad Corporation
Western Maryland Railway Company
Chicago and North Western Transportation Company
*-Chicago, Milwaukee, St. Paul & Pacific Railroad Company
Chicago, West Pullman & Southern Railroad Company
Davenport, Rock Island and North Western Railway Company
Denver and Rio Grande Western Railroad Company
Des Moines Union Railway Company
THE FAMILY LINES:
Seaboard Coast Line Railroad
Louisville and Nashville Railroad
Cinchfield Railroad Company
Atlanta Joint Terminals
The Western Railway of Alabama
Fort Worth and Denver Railway Company
Houston Belt and Terminal Railway Company
Illinois Central Gulf Railroad Company
Indiana Harbor Belt Railroad Company
Kansas City Southern Railway Company
Louisiana & Arkansas Railway Company
Kentucky & Indiana Terminal Railroad Company
Minnesota Transfer Railway Company
Missouri-Kansas-Texas Railroad Company
Missouri Pacific Railroad Company
Monongahela Railway Company
New Orleans Public Belt Railroad
Norfolk and Western Railway Company
Pittsburgh & Lake Erie Railroad Company
Port Terminal Railroad Association
Richmond, Fredericksburg and Potomac Railroad Company
Soo Line Railroad Company

- 2 -

Southern Railway Company
Alabama Great Southern Railroad Company, including the
former New Orleans and Northeastern Railroad Company
Cincinnati, New Orleans and Texas Pacific Railway Company
Georgia Southern and Florida Railway Company
Norfolk Southern Railroad Company
New Orleans Terminal Company
Terminal Railroad Association of St. Louis
Union Pacific Railroad
Western Pacific Railroad Company

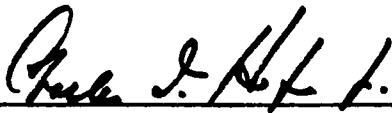
- - - - -

NOTES:

- @ - Only applicable to yardmasters subject to former StLSF - RYA collective bargaining agreement.
- * - Subject to the approval of the Courts.

FOR THE CARRIERS:

FOR THE
RAILROAD YARDMASTERS OF AMERICA:





Washington, D.C.
June 16, 1982