

THIS IMPLEMENTING DOCUMENT identified as Document "B", made this 1st day of November, 1991 by and between the participating carriers listed in Exhibit B, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Yardmasters Department, United Transportation Union, witnesseth:

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

Each employee subject to this Implementing Document who rendered compensated service on a sufficient number of days during the calendar year 1990 to qualify for an annual vacation in the calendar year 1991 will be paid \$2,000. Those employees who rendered compensated service on an insufficient number of days during the calendar year 1990 to qualify for an annual vacation in the calendar year 1991 will be paid a proportional share of that amount. This Section shall be applicable solely to those employees subject to this Implementing Document who had an employment relationship as of July 29, 1991 or who have retired or died subsequent to January 1, 1990. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

Section 2 - First General Wage Increase

Effective July 1, 1991, each basic monthly rate of pay in effect on June 30, 1991 for employees covered by this Implementing Document shall be increased in the amount of three (3) percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 3 - Second General Wage Increase

Effective July 1, 1993, each basic monthly rate of pay in effect on June 30, 1993 for employees covered by this Implementing Document shall be increased in the amount of three (3) percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 4 - Third General Wage Increase

Effective July 1, 1994, each basic monthly rate of pay in effect on June 30, 1994 for employees covered by this Implementing Document shall be increased in the amount of four (4) percent representing a general wage increase. Where basic monthly rates are not in effect, an equivalent adjustment shall be made.

Section 5 - Application of Wage Increase

Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments will not be increased.

ARTICLE II - COST-OF-LIVING PAYMENTS

PART A - Cost-of-Living Lump Sum Payments Through January 1, 1995

Section 1 - First Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1991 through March 31, 1992, will receive a lump sum payment on July 1, 1992 of \$1,338.00.

Section 2 - Second Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 1,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1992 through September 30, 1992, will receive a lump sum payment on January 1, 1993 equal to the difference between (i) \$1,338.00, and (ii) the lesser of \$669.00 and one quarter of the amount, if any, by which the carriers' 1993 payment rate for foreign-to-occupation health benefits under the Railroad Employees National Health and Welfare Plan (the "Plan") exceeds the sum of (a) the amount of such payment rate for 1992 and (b) the amount per covered employee that will be taken during 1993 from that certain special account maintained at The Travelers Insurance Company known as the "Special Account Held in Connection with the Amount for the Close-Out Period" (the ("Special Account")) to pay or provide for Plan foreign-to-occupation health benefits.

Section 3 - Third Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1992 through September 30, 1993, will receive a lump sum payment on January 1, 1994 equal to the difference between (i) \$1,378.00, and (ii) the lesser of \$689.00 and one quarter of the amount, if any, by which the carriers' 1994 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1993 and (b) the amount per covered employee that will be taken during 1994 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

**Section 4 - Fourth Lump Sum Cost-of-Living Payment**

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1993 through September 30, 1994, will receive a lump sum payment on January 1, 1995 equal to the difference between (i) \$955.00, and (ii) the lesser of \$478.00 and one quarter of the amount, if any, by which the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan exceeds the amount of such payment rate for 1994.

**Section 5 - Definition of Payment Rate for Foreign-to-Occupation Health Benefits**

The carrier's payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 hereof.

**Section 6 - Employees Working Less Than Full-Time**

For employees who have fewer straight time hours (as defined) paid for in any of the respective periods described in Sections 1 through 4 than the minimum number set forth therein, the dollar amounts specified in clause (i) thereof shall be adjusted by multiplying such amounts by the number of straight time hours (including vacations, holidays and guarantees in protective agreements or arrangements) for which the employee was paid during such period divided by the defined minimum hours. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

**Section 7 - Lump Sum Proration**

In the case of any employee subject to wage progression or entry rates, the dollar amounts specified in clause (i) of Sections 1 through 4 shall be adjusted by multiplying such amounts by the weighted average entry rate percentage applicable to wages earned during the specified determination period. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

**Section 8 - Eligibility for Receipt of Lump Sum Payments**

The lump sum cost-of-living payments provided for in this Article will be payable to each employee subject to this Implementing Document who has an

employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payments. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

PART B - Cost-of-Living Allowance and Adjustments Thereto After January 1, 1995

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments Thereto

(a) A cost of living allowance will be payable in the manner set forth in and subject to the provisions of this Part, 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 CPI. The first such cost-of-living allowance shall be payable effective July 1, 1995 based, subject to paragraph (d), on the BLS CPI for September 1994 as compared with the BLS CPI for March 1995. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September 1994	March 1995	July 1, 1995
March 1995	September 1995	January 1, 1996

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable for all years subsequent to those specified during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d)(i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 1995	3% of September 1994 CPI
January 1, 1996	6% of September 1994 CPI, less the increase from September 1994 to March 1995

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule will be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 1994 to the measurement month of March 1995 exceeds 3% of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 1995 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 1994 to the measurement month of September 1995 in excess of 6% of the September 1994 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

(e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), 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 in effect on December 31, 1995 will be adjusted (increased or decreased) effective January 1, 1996 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 (d), in the

BLS CPI during the applicable measurement period. 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 cost-of-living allowance in effect on December 31, 1995 if the BLS CPI 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 and then, only, to the extent that the allowance remains at zero or above. The same procedure will be followed in applying subsequent adjustments.

(f) Continuation of the cost-of-living adjustments provided herein 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 Article, revise or change the methods or basic data used in calculating such 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 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 1995 shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1994, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above. For the purpose of the foregoing calculation, the amount of any increase described in clause (ii) that has been taken into account in determining the amount received by the employee as a lump sum payment on January 1, 1995 shall not be considered.

(b) The cost-of-living allowance payable to each employee effective January 1, 1996, shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1996 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above.

(c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

### Section 3 - Application of Section 1 Cost-of-Living Allowances

The cost-of-living allowance provided for in this Part will not become part of basic rates of pay. Each one cent per hour of cost-of-living allowance will be applied to basic monthly rates of pay produced by application of the general wage increase provisions of Article I on each railroad in the same manner as used in applying the cost-of-living adjustment provisions of the June 15, 1987 National Agreement.

### Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

## ARTICLE III - INCORPORATION OF OTHER ARTICLES

Article III and Article VII, Section 2(a) of Document "A", to the extent applicable, are hereby incorporated as a part of this Implementing Document.

## ARTICLE IV - GENERAL PROVISIONS

### Section 1 - Court Approval

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

### Section 2 - Effect of this Implementing Document

(a) The purpose of this Implementing Document is to fix the general level of compensation during the period of the Implementing Document, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibit B by the organization signatory hereto dated on or about March 5, 1984 and July 25, 1988 and proposals served on or about March 7, 1984 and October 7, 1988 by the carriers for concurrent handling

therewith. This Implementing Document shall be construed as a separate Implementing Document by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 1994 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Implementing Document shall serve, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal for the purpose of changing the subject matter of the provisions of this Implementing Document or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) No party to this Implementing Document shall serve or progress, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal which might properly have been served when the last moratorium ended on July 1, 1988.

(d) 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 1st DAY OF November, 1991.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

*Gene J. Kip*  
Chairman  
*Alfing Anderson*  
*James B. Dagnon*  
*W. J. Fless*  
*Paul A. Remberg*  
*A. H. Nance*

FOR THE EMPLOYEES REPRESENTED BY THE YARDMASTERS DEPARTMENT, UNITED TRANSPORTATION UNION:

*L. W. Sweet*  
Assistant President  
*Charles L. Little*  
*P. L. Paterson*  
*Daniel S. Coran*

FOR THE PARTICIPATING CARRIERS  
LISTED IN EXHIBIT A: (Con't)

K. R. Peifer

R. H. Smith

J. C. Sheller

R. E. Sweet

L. H. Watts

November 1, 1991

#1

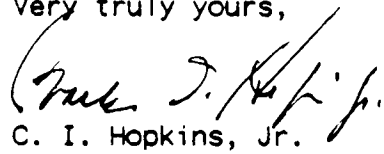
Mr. L. W. Swert  
Assistant President and Chairman  
Negotiating Committee  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Swert:

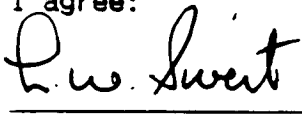
This confirms our understanding that Side Letters Nos. 1, 2, 3, 4, 5, 6, 8, 14, 15 and 16 of Document "A" are hereby incorporated as part of this Implementing Document.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
C. I. Hopkins, Jr.

I agree:

---

L. W. Swert

November 1, 1991

#2

Mr. L. W. Swert  
Assistant President and Chairman  
Negotiating Committee  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

Dear Mr. Swert:

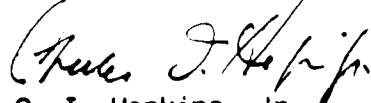
This refers to discussions at conference with respect to employees represented by the United Transportation Union who, during a vacation qualifying year, work part of the time as a Yardmaster, part of the time in Train or Engine Service and/or part of the time under a vacation agreement covering another class or craft.

The carriers agree that in such instances, if the employee fails to render sufficient compensated service in a qualifying year to qualify for vacation either under the Yardmaster Agreement, the Operating Employees Agreement, or under the agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

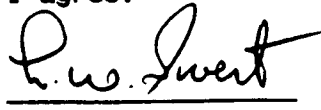
All compensation earned by the employee in the qualifying year will be included in computing the vacation compensation due in accordance with the applicable agreement provisions under which the vacation is granted.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
C. I. Hopkins, Jr.

I agree:

  
L. W. Swert

THIS IMPLEMENTING DOCUMENT identified as Document "C", made this 1st day of November, 1991 by and between the participating carriers listed in Exhibit B, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Yardmasters Department, United Transportation Union, witnesseth:

The October 31, 1978 Supplemental Sickness Benefit Agreement, as amended effective July 1, 1982 (Sickness Agreement), shall be further amended as follows for periods of disability commencing on or after the date of this Implementing Document.

Section 1 - Adjustment of Plan Benefits

(a) The benefits provided under the Plan established pursuant to the Sickness Agreement shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on July 1, 1982 under the terms of that Implementing Document.

(b) Section 4 of the Sickness Agreement shall be revised to read as follows:

4. Benefits.

(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act (RUIA) will be \$1,305, and the monthly benefit under this Plan for employees who have exhausted their sickness benefit under the RUIA will be \$1,979. 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 RUIA 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 RUIA as so amended plus the amount of the \$1,305 monthly benefit should exceed \$2,076, 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 RUIA will not exceed \$2,076. "The average daily benefit for Yardmasters under the RUIA 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 June 30, 1991 wage level was \$2,965.

**Section 2 - Plan Benefits During Initial Registration Period**

An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

**Section 3 - Adjustment of Plan Benefits During Term of Implementing Document**

Effective December 31, 1994, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

**Section 4 - Administrative and Procedural Improvements**

The parties have selected and established a subcommittee for the purpose of reviewing and making recommendations with respect to administrative and procedural improvements that would expedite the handling and disposition of Plan claims without affecting the integrity of the Plan. The parties shall consider the subcommittee's recommendations at the earliest opportunity and shall use their best efforts to reach agreement on implementing such recommendations.

**Section 5 - Court Approval**

This Implementing Document is subject to approval of the courts with respect to participating railroads in the hands of receivers or trustees.

**Section 6 - Effect of this Implementing Document**

This Implementing Document is in full disposition of the notices served upon the carriers listed in Exhibit B by the General Chairmen (or other recognized representatives) of the organization signatory hereto, on or about July 25, 1988 of desire to revise and amend agreements relating to sickness benefits, and proposals served on or about October 7, 1988 by the carriers for concurrent handling therewith.

**Section 7 - Duration**

The Sickness Agreement and the Plan established pursuant thereto as hereby amended will continue in effect without change through December 31, 1994, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. No notice to change the Plan, and no notice dealing with the matters of sick leave or sickness benefits may be served by any party to this Implementing Document prior to November 1, 1994 (not to become effective before January 1, 1995), 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 Yardmasters Department, United Transportation Union.

SIGNED AT WASHINGTON, D.C. THIS 1st DAY OF NOVEMBER, 1991.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

Chas. J. Kip  
Chairman

Alvin Hudson

J.B. Dagnon

John Y. [unclear]

Paul A. Lundberg

G. H. Nance

K. R. [unclear]

[unclear]

J. Cheller

R. E. Sweet

[unclear]

FOR THE EMPLOYEES REPRESENTED BY THE YARDMASTERS DEPARTMENT, UNITED TRANSPORTATION UNION:

R. E. Sweet  
Assistant President

Charles L. Little

[unclear]

James R. Carver

EXHIBIT A  
UTU

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT JANUARY 23, 1984 IDENTIFIED AS UTU - ATTACHMENT 2 (HEALTH AND WELFARE) AND NOTICES DATED ON OR ABOUT JULY 25, 1988 OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSALS SET FORTH IN ATTACHMENT "1" THERETO, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE UNITED TRANSPORTATION UNION, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT JANUARY 12, 1984 AND OCTOBER 7, 1988 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 United Transportation Union (E), (C), (T) and/or (S), as indicated by an "X" in the appropriate column(s) below:

RAILROADS	UTU			
	(E)	(C)	(T)	(S)
Akron & Barberton Belt Railroad	X		X	
Alameda Belt Line Railway	X		X	
Alton & Southern	X		X	
Atchison, Topeka & Santa Fe	X	X-1	X-1	X-1
Burlington Northern Railroad	X	X	X	X
Canadian National Railways				
St. Lawrence Region Lines in U.S.			X-2	
Canadian Pacific Limited	X-2		X-2	
CSX TRANSPORTATION:				
Atlanta & West Point Rail Road				
Western Ry. of Alabama		X-3	X-3	X-3
Baltimore and Ohio Railroad	X	X-3	X-3	X-3
Baltimore and Ohio Chicago Terminal RR.	X			X-3
Chesapeake and Ohio Railway	X	X-3	X-3	X-3
Hocking Valley Railroad	X	X-3	X-3	X-3
Pere Marquette Railroad	X	X-3	X-3	X-3
Chicago & Eastern Illinois Railroad		X-3	X-3	X-3
Georgia Railroad (former)		X	X	X
Louisville and Nashville Railroad (former)	X-4	X-3	X-3	X-3
incl. former NC&StL, Clinchfield and Monon				
Seaboard Coast Line Railroad (former)	X	X-3,5	X-3,5	X-3,5
Toledo Terminal Railroad				X-3
Western Maryland Railway Co.	X	X-3	X-3	X-3
Chicago & Illinois Midland Railway		X	X	
Chicago & North Western Trans. Co.	X	X	X	X

Chicago South Shore and South Bend Railroad	X-2	X-2	X-2	
Columbia & Cowlitz Railway	X-2		X-2	
Consolidated Rail Corporation	X-2	X-2	X-2	
Davenport, Rock Island and Northwestern Ry.	X-2			X-2
Denver and Rio Grande Western Railroad	X	X	X	X
Houston Belt and Terminal Railway			X	
Illinois Central Railroad	X	X	X	X
Kansas City Southern Railway		X	X	X
Louisiana & Arkansas Railway	X	X	X	X
Kansas City Terminal Railway	X-2			X-2
Los Angeles Junction Railway	X-2			X-2
Manufacturers Railway	X		X	
Meridian & Bigbee Railroad	X-2		X-2	
Minnesota, Dakota & Western Railway	X-2		X-2	
Mississippi Export Railroad	X-2	X-2	X-2	X-2
Missouri Pacific Railroad	X	X	X	X
Galveston, Houston and Henderson Railroad	X		X	
Missouri-Kansas-Texas Railroad	X	X	X	
Oklahoma, Kansas & Texas Railroad		X	X	
Monongahela Railway	X-2		X-2	
New Orleans Public Belt Railroad	X			X
Norfolk and Portsmouth Belt Line Railroad	X	X	X	
Norfolk Southern Railway Company	X	X	X	X
Alabama Great Southern Railroad	X	X	X	X
Atlantic and East Carolina Railway	X	X	X	X
Central of Georgia Railroad	X	X	X	X
Cincinnati, New Orleans & Texas Pacific Ry.	X	X	X	X
Georgia Southern and Florida Railway	X	X	X	X
New Orleans Terminal Co.	X	X	X	X
Norfolk and Western Railway	X	X	X	X
St. Johns River Terminal Company	X	X	X	
Northern Indiana Commuter Trans. Dist.	X	X	X	X
Oakland Terminal Railway	X		X	
Ogden Union Railway and Depot Co.			X-2	
Peoria & Pekin Union Railway	X		X	
Pittsburgh & Lake Erie Railroad			X-2	
Pittsburgh, Chartiers & Youghiogheny Railway	X-2		X-2	
Port Terminal Railroad Association	X		X	
Portland Terminal Railroad Company				X
Richmond, Fredericksburg & Potomac Railroad		X	X	
Sacramento Northern Railway			X	

St. Louis Southwestern Railway	X	X	X	X
Southern Pacific Transportation Co.				
Eastern Lines	X	X	X	X
Western Lines	X-2	X-2	X-2	X-2
Spokane International Railroad	X	X		X
Terminal Railroad Association of St. Louis	X-2		X-2	
Texas Mexican Railway	X-2		X-2	
Union Pacific Railroad	X	X	X	
Western Pacific Railroad		X	X	X
Wichita Terminal Association	X-2			X-2
Yakima Valley Transportation Co.			X-2	
Youngstown & Southern Railway			X-2	
Montour Railroad	X-2		X-2	

NOTES:

- 1 - Authorization limited to Eastern and Western Lines, excluding former Northern and Southern Divisions; excludes Carrier proposal 1.a. (Authorization on former Northern and Southern Divisions and former Coast Lines is limited to H&W).
- 2 - Authorization limited to Health and Welfare proposals.
- 3 - Excludes Carrier proposals nos. 1 and 11.
- 4 - Former Clinchfield and Monon only.
- 5 - Subject to PEB crew consist recommendations under local agreement.

FOR THE CARRIERS:

*Paul J. [Signature]*

FOR THE UNITED TRANSPORTATION UNION:

*L. W. Sweet*

Washington, D. C.

# NATIONAL RAILWAY LABOR CONFERENCE

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

---

CHARLES L HOPKINS, Jr.

Chairman

G. F. DANIELS  
Vice Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

R. T. Kelly  
Director of Labor Relations

November 7, 1991

Mr. L. W. Swert  
Assistant President and Chairman,  
Negotiating Committee  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107

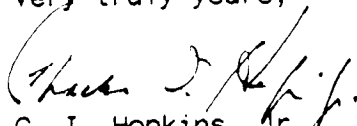
Dear Mr. Swert:

This refers our discussions concerning the listing of carriers on Exhibit A of the Implementing Document dated November 1, 1991.

This confirms our understanding that the omission of the Lake Superior and Ishpeming Railroad from this listing does not prejudice the positions of the parties with respect to whether that carrier is covered by Public Law No. 102-29.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
C. I. Hopkins, Jr.

I agree:



L.W. Swert

EXHIBIT B  
(UTU - Ymstrs.)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT MARCH 5, 1984, OF DESIRE TO CHANGE EXISTING AGREEMENTS TO THE EXTENT INDICATED IN THE PROPOSITION ATTACHED THERETO (HEALTH AND WELFARE), AND NOTICES DATED ON OR ABOUT JULY 25, 1988 OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSALS SET FORTH IN ATTACHMENT "1" THERETO, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE YARDMASTERS DEPARTMENT - UNITED TRANSPORTATION UNION, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT MARCH 7, 1984 AND OCTOBER 7, 1988 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 Yardmasters Department - United Transportation Union.

- Alton & Southern
- 1 - Burlington Northern Railroad  
CSX TRANSPORTATION:
    - Baltimore and Ohio Railroad
    - Baltimore and Ohio Chicago Terminal RR.
    - Chesapeake and Ohio Railway
    - Clinchfield Railroad
    - Seaboard System Railroad:
      - Louisville and Nashville Railroad (former)  
incl. Monon
      - Nashville, Chattanooga & St. Louis Ry.  
Nashville Terminal
      - Seaboard Coast Line Railroad (former)
    - Chicago & North Western Trans. Co.
  - 2 - Consolidated Rail Corporation  
Davenport, Rock Island and Northwestern Ry.
  - 3 - Denver and Rio Grande Western Railroad  
Houston Belt and Terminal Railway  
Illinois Central Railroad  
Kansas City Southern Railway  
Louisiana & Arkansas Railway  
Missouri Pacific Railroad  
Missouri-Kansas-Texas Railroad
  - 3 - Monongahela Railway  
New Orleans Public Belt Railroad  
Norfolk and Portsmouth Belt Line Railroad  
Norfolk Southern Railway Company  
Norfolk and Western Railway  
Peoria & Pekin Union Railway
  - 3 - Pittsburgh & Lake Erie Railroad
  - 3 - Pittsburgh, Chartiers & Youghiogheny Railway  
Port Terminal Railroad Association

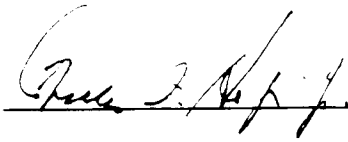
Portland Terminal Railroad Company  
Richmond, Fredericksburg & Potomac Railroad  
Terminal Railroad Association of St. Louis

NOTES:

- 1 - Excludes Document "C" (Supplemental Sickness Benefits) except for employees subject to former FtW&D and StLSF - RYA collective bargaining agreements.
- 2 - Excludes Document "C" (Supplemental Sickness Benefits).
- 3 - Authorization limited organizations Health and Welfare proposals dated March 5, 1984 and carrier proposals dated March 7, 1984.

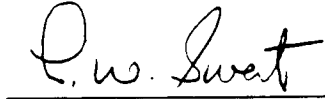
-----

FOR THE CARRIERS:

  
\_\_\_\_\_

Washington, D. C.

FOR THE EMPLOYEES REPRESENTED BY THE  
YARDMASTERS DEPARTMENT, UNITED  
TRANSPORTATION UNION:

  
\_\_\_\_\_

## Illustrative Road/Yard Questions and Answers

Q1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?

A: Two, the delivery is one move and the pick up the second.

Q2: A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?

A: One.

Q3: A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries may the road crew make?

A: Three in addition to yarding their train at final terminal.

Q4: What is meant by "multiple tracks"?

A: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.

Q5: A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?

A: Three.

5: Can a road crew set out in its final terminal and thereafter effect an interchange?

A: Yes.

Q7: Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?

A: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.

Q8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?

A: Railroad A's crews may do the same things as any other road crews.

Q9: A road crew at its initial terminal is required to get its train from three tracks because three tracks were required to hold the entire train. Is this considered a move?

A: No. This is a proper double over and does not count as one of the three additional moves permitted.

Q10: The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?

A: Yes. The use of multiple tracks is one of the allowable moves.