MEDICATION AGREEMENT CASE NO. A-6278

DATED NOVEMBER 30, 1960

Between

RAILROADS REPRESENTED BY THE EASTERN, WESTERN
AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH RAILROADS

REPRESENTED BY THE

BROTHERHOOD OF RAILROAD TRAINMEN
MEDIATION AGREEMENT

This Agreement made this 30th day of November, 1960, by and between the participating carriers listed in Exhibits A, B and C attached to and made a part of Mediation Agreement Case No. A-6114 dated June 22, 1960 and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Railroad Trainmen through their conference committee.

IT IS HEREBY AGREED:

ARTICLE I - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES

Sections 2 (b), 2 (e) and 3 of Article IV - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES - of the Agreement of April 5, 1957 are amended, effective December 1, 1960, to read as follows:

Section 2 - Regularly Assigned Yard Service Employees

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service 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 yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

NOTE 1: - A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NOTE 2: - A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.
NOTE 3: - An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

(e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2 (b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service.

Section 3 - Extra Yard Service Employees

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

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

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 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 -

   (1) 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 the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.
NOTE 1: - An employee 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 pay 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 (b) 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 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: - For the purpose of Section 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.

NOTE 3: - The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: - 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.

(c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 3 for qualifying employees shall be in addition thereto.

(d) 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.

(e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.
ARTICLE II - VACATIONS

Insofar as applicable to employees represented by the Brotherhood of Railroad Trainmen, Section 1 of the Vacation Agreement dated April 29, 1949, as amended, shall be eliminated and the following Section 1 substituted therefor effective January 1, 1961, and Section 8 of such Vacation Agreement shall be eliminated and the following Section 0 substituted therefor effective with the date of this agreement:

Section 1 (a) - Effective January 1, 1961, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(a), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

(b) - Effective January 1, 1961, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having three 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 three or more years of continuous service renders service of not less than four hundred eighty (480) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(b), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

(c) - Effective January 1, 1961, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during
the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1(c), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

NOTE: - In the application of Section 1(a), (b) and (c), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the year 1960 for extended vacations shall not be changed.

(d) - In dining car service, for service performed on and after July 1, 1949 - each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b) and (c).

(e) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(e) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b) and (c), respectively.

(f) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

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 four hundred eighty (480) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

(g) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1
hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

ARTICLE III - EFFECT OF THIS AGREEMENT

This Agreement is in settlement of Item 3 of the notice of April 20, 1959 as modified in the letter of understanding dated June 22, 1960 attached to Mediation Agreement Case No. A-6114 of that date.

Signed at CHICAGO, ILLINOIS, this 30th day of November, 1960.

For the Participating Carriers listed in Exhibit A:

For the Employees Represented by the Brotherhood of Railroad Trainmen:

Chairman

Executive Vice President

I. C. Fin

Vice President

J. J. Lehrin

T. H. Roberts

Frank Eickel

R. D. White

W. S. Magie

R. C. Worth

H. S. White

J. F. Conran

Audie Buck

F. R. Caffey

J. W. Duheg
For the Participating Carriers
Listed in Exhibit B:

S. Short
Chairman

I. V. W. Ewsebe

I. V. T. Omen

V. L. Kirkman

R. D. Foam

J. B. Herdman

J. E. Melroy

K. B. Schimpf

For the Participating Carriers
Listed in Exhibit C:

B. B. Bryant
Chairman

W. F. Baker

M. Busseke

J. K. Day, Jr.

For the Employees Represented by the
Brotherhood of Railroad Trainmen:
(Continued)

W. Haddix
Member

W. I. C. Lester
Member

J. R. Bensign
Member

J. B. Reid
Member

R. G. Bosca
Member
For the Participating Carriers
Listed in Exhibit C:
(Continued)

[Signature]

WITNESS:

[Signature]
Chairman, National Mediation Board

[Signature]
Member, National Mediation Board
Mr. C. W. Stanley,
Schedule Statistician,
Brotherhood of Railroad Trainmen,
Room 1109, La Salle Hotel,
1028 Connecticut Avenue, N. W.,
Washington, D. C.

Dear Mr. Stanley:

The Duluth, Missabe and Iron Range Railway is not
covered by Article II (Vacations) of the agreement reached today,
but is covered by Article I (Paid Holidays for Yard Service Employees)
of such agreement.

Yours very truly,

[Signature]

Acknowledged:

[Signature]
Mr. C. W. Stanley,
Schedule Statistician,
Brotherhood of Railroad Trainmen,
Room 1109, La Salle Hotel,
1028 Connecticut Avenue, N. W.,
Washington, D. C.

Dear Mr. Stanley:

The following Southeastern railroads are not covered by Article II (Vacations) of the agreement reached today, but are covered by Article I (Paid Holidays for Yard Service Employees) of such agreement:

Central of Georgia
Florida East Coast
Southern
   Alabama Great Southern
   Cincinnati New Orleans & Texas Pacific
   Georgia Southern & Florida
   Harriman & Northeastern
New Orleans & Northeastern
New Orleans Terminal
St. Johns River Terminal

[Signature]
Manager

Acknowledged:

[Signature]
C. W. Stanley