

AGREEMENT

DATED MARCH 10, 1969

BETWEEN RAILROADS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

AND THE

EASTERN, WESTERN, AND SOUTHEASTERN
CARRIERS ' CONFERENCE COMMITTEES

AND THE EMPLOYEES OF SUCH RAILROADS

REPRESENTED BY THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

A G R E E M E N T

This Agreement, made this 10th day of March, 1969 by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGE INCREASES

Section 1 - First General Wage Increase

(a) Effective July 1, 1968 all standard basic daily rates of pay of locomotive engineers (motormen) in effect June 30, 1968 shall be increased by an amount equal to 5.0%.

(b) Effective July 1, 1968 all standard mileage rates of pay of locomotive engineers (motormen) in road service in effect June 30, 1968 shall be increased by an amount equal to 3.5%.

(c) In computing the percentage increases under paragraphs (a) and (b) above, 5.0% shall be applied to standard basic daily rates of pay, and 3.5% shall be applied to standard mileage rates of pay, respectively, applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily or mileage rate of pay:

Passenger - 600,000 and less than 650,000 pounds

Freight - 950,000 and less than 1,000,000 pounds
(through freight rates)

Yard - 450,000 and less than 500,000 pounds
(separate computations covering five-day rates and other than five-day rates).

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

Section 2 - Second General Wage Increase

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

Section 3 - Third General Wage Increase

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

Section 4 - Special Adjustment in Road Service

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

Section 5 - Minimum Rate in Yard Service

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

Section 6 - Differential for Engineers Working Without Firemen

(a) Effective July 1, 1969, in lieu of the rates of pay as increased under Sections 3, 4 and 5 above for engineers working without firemen, a uniform differential of \$4.00 per basic day in freight and yard service, and 4 cents per mile for miles in excess of 100 in freight service, will be established for engineers working without firemen, the fireman's position having been eliminated pursuant to the provisions of Award 282.

(b) The standard basic daily and mileage rates of pay effective July 1, 1969, resulting from application of Sections 3, 4, 5 and 6 of this Article I, are set forth in Appendix 3, which is a part of this Agreement.

Section 7 - Application of Wage Increases

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

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

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

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

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

(f) Other-than-standard rates:

(i) Existing basic daily and mileage rates of pay other than standard shall be increased, effective as of the effective dates specified in Sections 1, 2, 3 and 4 hereof, by the same respective percentages and amounts as set forth therein, computed and applied in the same manner.

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

(iii) Effective July 1, 1969, in lieu of the rates of pay as increased above for engineers working without firemen, a uniform differential of \$4.00 per basic day in freight and yard service, and 4cents per mile for miles in excess of 100 in freight service, will be established for engineers working without firemen, the fireman's position having been eliminated pursuant to the provisions of Award 282.

ARTICLE II - USE OF RADIO

(1) Section 3 of the BLE proposal of April 30, 1968, covering special increase for engineers on locomotives equipped with radio, is disposed of on the basis that it is recognized that the use of radio, pursuant to the operating rules of the individual carriers, is a part of the engineer's duties.

(2) Where existing agreements provide for arbitraries or additional pay for using radios, the General Chairman on the carrier involved will have the option of accepting this Agreement in its entirety or preserving such existing arbitrary or additional pay. If the General Chairman decides to preserve such arbitrary or additional pay, effective July 1, 1969, the amount by which the increases in yard rates of pay, exclusive of the general wage increases provided for in this Agreement, and the increases resulting from establishment of minimum yard rates, exceed 40 cents per day will be applied against such arbitraries or additional pay for using radios.

ARTICLE III - HOLIDAY PAY

Effective January 1, 1969, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964 and letter of understanding dated July 28, 1967, is hereby amended to provide that:

(a) An eighth paid holiday, to be designated and added to the list of the seven enumerated holidays now provided in the above identified Agreements, shall be included and identified as -

". . . and the Employee's Birthday"

(b) The requirement that a designated holiday must fall on a workday of the workweek of the individual employee for him to receive holiday pay will be eliminated by making the following changes in Article I of the Agreement of June 25, 1964:

(i) Striking out the following language now contained in Section 2(a):

". . . when such holidays fall on the assigned work day of the work week of the individual employee"

and the following language now contained in Section 2(c):

". . . and the holiday falls on a workday of his assignment."

(ii) In Section 3(a), changing the phrase "any of the following holidays" preceding the list of holidays to "each of the following holidays" and striking out the following language which now follows such list:

". . . if any of the above-designated holidays falls on a work day of the work week as defined in paragraph (c) hereof,"

(iii) Eliminating the provisions of Section 3(c) of Article I of the Agreement of June 25, 1964.

(c) The provisions of Section 3 of Article I of the Agreement of June 25, 1964, will apply to extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday; and Section 3(a) will be amended accordingly.

(d) The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

(i) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(ii) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purpose of this Article. If an employee's birthday falls on one of the seven listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of the Article.

(e) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding or following the vacation periods. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(f) Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

ARTICLE IV - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

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

(a) Covered Conditions:

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

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

(b) Payments to be Made:

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

(1) Accidental Death or Dismemberment

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

Loss of Life	\$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

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

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

(2) Medical and Hospital Car~

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

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

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

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

(d) Exclusions:

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

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

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

(f) Subrogation:

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

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

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

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10 , 1969 (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

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

ARTICLE V - GENERAL PROVISIONS

(1) APPROVAL

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

(2) EFFECT OF THIS AGREEMENT

(a) This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about April 30, 1968, and of the notices served by the individual railroads on organization representatives of the employees involved for handling concurrently with the employees' notice, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall remain in effect until January 1, 1970 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to September 1, 1969 (not to become effective before January 1, 1970), any notice for the purpose of changing the provisions of this Agreement. Any pending notices served by the organization party hereto which are similar to the notices served on the carriers parties hereto on or about April 30, 1968 are hereby withdrawn and no such notices may be served by the organization prior to September 1, 1969 (not to become effective before January 1, 1970). Any pending notices served by a carrier party hereto on the organization party hereto which are similar to the notices served by the carriers for handling concurrently with the employees' notice are hereby withdrawn, and no such notices may be served by a carrier prior to September 1, 1969 (not to become effective before January 1, 1970).

(c) Pending employee notices covering the following subject matters:

(i) Installation of storm windows on locomotives,

(ii) Installation of cab heaters in locomotives,

(iii) Disputes involving mileage limitations which, as of the date of this Agreement, have been docketed by the National Mediation Board, are excepted from the coverage of this Article.

(d) If a carrier party hereto undertakes a merger, coordination or any similar transaction involving joint action by more than one carrier requiring I.C.C. approval, notices relating to protective conditions covering such employees who may be adversely affected thereby are not subject to the provisions of this Article.

(e) During the term of this Agreement, pending notices covering subject matters not specifically dealt with in paragraphs (a), (b), (c), or (d) of this Article need not be withdrawn and new notices covering such subject matters may be served, and such pending or new notices may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

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

SIGNED AT WASHINGTON, D. C., THIS 10TH DAY OF MARCH, 1969.

FOR THE PARTICIPATING CARRIERS
(BLE)

FOR THE EMPLOYEES

J.W. Oram, et al
C.J. Coughlin, et al
Chairman
President

NOTE: Signatures Not Reproduced

SIDE LETTERS TO THE AGREEMENT

March 10, 1969

Mr. C. J. Coughlin
First Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers
1118 Engineers Building
Cleveland, Ohio 44114

Dear Mr. Coughlin:

In connection with Article III of the Agreement of March 10, 1969:

Employees who would be entitled to holiday pay for holidays commencing with January 1, 1969, for which they were not eligible under the former agreement provisions, may file claims for such holiday pay. Time limit provisions in relation to such claims start running from March 10, 1969, the date of the Agreement.

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

Yours very truly,

J.P. Hiltz

ACCEPTED:

C.J. Coughlin

April 21, 1969

Mr. C. J. Coughlin
Grand Chief Engineer
Brotherhood of Locomotive Engineers
Engineers Building
Cleveland, Ohio 44114

Dear Mr. Coughlin:

It will be appreciated if you will confirm, by affixing your signature in the space provided therefor below, that paragraph (e) of Article III of the Agreement of March 10, 1969 which reads -

"(e) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding or following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes."

is corrected to read -

"(e) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be work days for qualifying purposes."

Yours very truly,

J.P. Hiltz

ACCEPTED:

C.J. Coughlin