

**ENGINEERS  
May 23, 1952  
AGREEMENT  
for  
1. WAGE INCREASES  
2. COST-OF-LIVING BASIS FOR WAGE RATE  
ADJUSTMENTS  
3. RULES CHANGES  
and  
in YARD, BELT LINE, TRANSFER and HOSTLING  
SERVICE  
for  
4. 5-DAY WORK-WEEK, AND INTERIM 6-DAY  
WORK-WEEK  
applicable to  
ENGINEERS, FIREMEN, HOSTLERS AND HOSTLER  
HELPERS  
represented by  
Brotherhood of Locomotive Engineers**

I N T E R I M      A G R E E M E N T

This agreement made this twenty-third day of May, 1952 by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof, and represented by EASTERN, WESTERN and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES and the employees shown thereon and represented by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS through their conference committee.

WITNESSETH: AGREEMENT 23 May 1952 with ENGINEERS - FIREMEN - HOSTLERS AND HOSTLER HELPERS

WHEREAS on or about January 6, 1950 and November 3, 1950, certain proposals were served on the carriers parties hereto by the Brotherhood of Locomotive Engineers on behalf of employees represented by that organization; and

WHEREAS on or about the same dates certain proposals on behalf of the carriers parties hereto were served on the employees of said carriers

represented by the Brotherhood of Locomotive Engineers.

NOW THEREFORE IT IS AGREED:

## **ARTICLE 1- WAGE INCREASES**

(a) Effective October 1, 1950, an increase of 18 cents per hour or \$1.44 per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and, in consideration of other provisions of this agreement, a further increase of 5 cents per hour or 40 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and an increase of 5 cents per hour or 40 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power in road service.

(b) Effective January 1, 1951, an increase of 2 cents per hour or 16 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and an increase of 5 cents per hour or 40 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in road service.

(c) Effective March 1, 1951, an increase of 2 cents per hour or 16 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and an increase of 2.5 cents per hour or 20 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in road service.

(d) Blank.

(e) Yard rates shall apply to belt line, transfer and yard service, or combinations thereof, effective October 1, 1950.

(f) The interim increase of 12.5 cents per hour for yardmen, and 5 cents per hour for employees in road service,, effective October 1, 1950, as provided in General Order No. 2, issued February 8, 1951 by Assistant Secretary of the Army Karl R. Bondetsen, shall be credited against the increases provided for in this Article 1.

(g) In application of increases provided for in paragraphs (a), (b), and (c) -

1. All arbitrarities, miscellaneous rates, or special allowances as provided in the schedules or wage agreements shall be increased under this agreement in proportion to the daily increase herein granted.

2. In determining new hourly rates, fractions of a cent will be disposed of by applying next higher quarter of a cent.

3. Mileage rates shall be determined by dividing the new daily rates by the miles constituting a basic day's work in the respective classes of service.

4. Daily earnings minima shall be increased by the amount of the respective daily increase.

5. Existing money differentials above existing standard daily rates

shall be maintained.

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

## **ARTICLE 2- COST-OF-LIVING ADJUSTMENT**

(a) A cost-of-living adjustment will be determined in accordance with changes in the Consumers' Price Index for Moderate Income Families for Large Cities Combined" - All Items (1935-1939 = 100) (Old Series) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. For the purpose of this computation an arbitrary base index of 178.0 is agreed to. The cost-of-living adjustment as hereinafter provided shall be made commencing April 1, 1951 and each three months thereafter based on the BLS Consumers' Price Index as of February 15, 1951 and the BLS Consumers' Price Index each third month thereafter as illustrated by the following table:

<u>BLS Consumers' Price Index as of:</u>		<u>Effective date of adjustment - first pay period on or after:</u>	
February 15,	1951	April 1,	1951
May 15,	1951	July 1,	1951
August 15,	1951	October 1,	1951
November 15,	1951	January 1,	1952
February 15,	1952	April 1,	1952
May 15,	1952	July 1,	1952
August 15,	1952	October 1,	1952
November 15,	1952	January 1,	1953
February 15,	1953	April 1,	1953
May 15,	1953	July 1,	1953
August 15,	1953	October 1,	1953

(b) The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment, as provided for in paragraph (a).

(c) Wage rates in effect March 1, 1951 will not be reduced during the life of this agreement. However, such rates are subject to a cost-of-living adjustment in accordance with the following table; adjustments to be made on the dates as illustrated in paragraph (a):

<u>BLS Consumers' Price Index</u>	<u>Cost-of-living allowance</u>
178.0 and less than 179.0	None
179.0 and less than 180.0	1 cent per hour ( 8 cents per basic day)
180.0 and less than 181.0	2 cents per hour (16 cents per basic day)
181.0 and less than 182.0	3 cents per hour (24 cents per basic day)
182.0 and less than 183.0	4 cents per hour (32 cents per basic day)

and so forth, with corresponding 1 cent per hour (8 cents per basic day) adjustment for each 1 point change in the index. The initial allowance of

1 cent per hour (8 cents per basic day) made when the index reaches 179.0 will not be eliminated unless the index reaches 178.0 or less.

Examples:

If the BLS Consumers' Price Index as of February 15, 1951 should be 179.0 and less than 180.0, 1 cent per hour (8 cents per basic day) shall be added effective April 1, 1951 as a cost-of-living adjustment; if such index as of May 15, 1951 should be 178.0 or less, then effective July 1, 1951 the cost-of-living adjustment established under this example will be eliminated.

If the BLS Consumers' Price Index as of February 15, 1951 should be 180.0 and less than 181.0, 2 cents per hour (16 cents per basic day) shall be added effective April 1, 1951 as a cost-of-living adjustment; if such index as of May 15, 1951 should be 179.0 and less than 180.0, then effective July 1, 1951 the cost-of-living adjustment established under this example will be reduced by 1 cent per hour (8 cents per basic day).

The cost-of-living adjustment will be applied as a wage increase or a wage reduction in the same manner as the wage increase provided for in Article 1 hereof.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (a), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e) No adjustments, except as provided in paragraph (f), shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for August 15, 1950, 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 Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for August 15, 1950, then that bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index of 178.0 described in paragraph (a) hereof, and the several indexes listed in paragraph (c) hereof.

(g) The parties agree that this Article 2 shall remain in effect until October 1, 1953 and thereafter subject to change under the provisions of the Railway Labor Act as amended.

### **ARTICLE 3- SIX-DAY WORK WEEK**

Note:

The provisions of this Article 3 shall apply on those railroads or railroad systems where employees represented by the Brotherhood of Locomotive Engineers notify their Management that they elect to become subject to the provisions of this Article 3. Unless and until such notice is given, the

provisions of this Article 3 shall not become applicable. On those railroads or railroad systems where the employees elect not to become subject to the provisions of this Article 3, such employees may nevertheless elect to take the five-day work week referred to, and in accordance with, the provisions of "Agreement 'B'" dated May 23, 1952.

### **Section 1**

(a) Effective with the first payroll period after ninety days from the date of the notice referred to in the preceding Note of this Article 3, any carrier so notified will establish for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers, a work week of six basic days. Except as otherwise provided in this Article 3, the work week will consist of six days with one day off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designated by the Brotherhood of Locomotive Engineers will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the six-day week. After all initial changes have been made to place the six-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

### **Section 2**

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

### **Section 3**

(a) When service is required by a carrier on a day off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have six days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.

(b) Where regular relief assignments cannot be established for six days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for six days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin

rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

#### **Section 4**

(a) Accumulation - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed six consecutive weeks.

(b) Days Off - In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

#### **Section 5 - Regular Employees**

(a) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned yard and hostling service employees worked as such more than six straight-time eight-hour shifts in the work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(1) As provided in Section 4 (a) and (b);

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the six straight-time eight-hour shifts referred to in this paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the six straight-time eight-hour shifts referred to in such paragraph (b) of this

Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the six-day week.

## **Section 6 - Extra Employees**

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of thirteen straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

Note: It is recognized that the carrier is entitled to have an extra employee work thirteen straight-time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. After an extra man has worked thirteen straight-time shifts in yard and hostling service in a semi-monthly period he will remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such service at the straight-time rate.

(b) In the event an additional day's pay at the straight-time rate is paid to an extra employee for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the thirteen straight-time shifts referred to in paragraph (a) of this Section.

(c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6.

## **Section 7 - Blank**

## **Section 8**

Existing weekly or monthly guarantees in yard or hostling service producing more than six days per week shall be modified to provide for a guarantee of six days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

## **Section 9**

(a) All regular or regular relief assignments shall be for six days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than six days in the period starting with the first day of his old work week and ending with

the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regular assigned employee in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed thirteen straight time days. He will then be subject to the "NotE" under Section 6 of this Article 3.

(d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this Section -

Regular employees will not be permitted to work more than six straight time eight-hour shifts in a work week

Extra employees will not be permitted to work more than thirteen straight time eight-hour shifts in a semi-monthly period in yard or hostling service, and each excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

### **Section 10**

(a) The provisions of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

### **Section 11**

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the work week on a straight-time basis.

### **Section 12**

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the six-day work week agree that the duly authorized representative ( General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

## **ARTICLE 4 - INTERDIVISIONAL, INTERSENIORITY DISTRICT, INTRADIVISIONAL, AND/OR INTRASENIORITY DISTRICT SERVICE (FREIGHT OR PASSENGER)**

Where a carrier desires to establish interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger or

freight service, the carrier shall give notice to the General Chairman of the organizations involved of its desire to establish such runs, giving detailed information specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service, the purpose being to furnish the employees with all the necessary information.

The parties will negotiate in good faith on such proposals and failing to agree, either party may invoke the services of the National Mediation Board. If mediation fails and the parties do not agree to arbitrate the dispute under the Railway Labor Act, then at the request of either party, the proposal will be considered by a National Committee consisting of the chiefs of the employee organizations involved and an equal number of carrier representatives who shall be members of the Carriers' Conference Committees, signatories hereto, or their successors or representatives, provided, however, that this procedure of appeal to the National Committee thus created shall not be made in any case for a period of six months from the date of this agreement.

If said National Committee does not agree upon the disposition of the proposal, then the conferees will in good faith undertake to agree upon a neutral chairman who will sit with the Committee, hear the arguments of the parties, and make representations and recommendations to the parties with the view in mind of disposing of the controversy. In the event the parties do not agree upon such neutral chairman, then upon the request of the parties, or either of them, the National Mediation Board will appoint the chairman.

While the recommendations of the Chairman are not to be compulsory or binding as an arbitration award, yet the parties hereto affirm their good intentions of arranging through the above procedure for the final disposition of all such disputes on a fair and reasonable basis.

Every effort will be made to settle disputes over interdivisional service on the property and thus to minimize the number of appeals to the above National Committee.

This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

## **ARTICLE 5 - MORE THAN ONE CLASS OF ROAD SERVICE**

The dispute as to this rule shall be submitted to arbitration. The arbitrator shall have the right to consider whether or not any rule covering more than one class of road service should be granted, and if so, the language of such rule.

Each party shall designate the exact questions, conditions or issues relating to such rule which it desires to submit to arbitration, and same shall constitute the questions to be submitted to arbitration.

The Board of Arbitration shall be composed of three members, one appointed by the Chairmen of the three Carriers' Conference Committees; one by the organization or organizations executing this agreement. The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator, and failing therein, said neutral shall be appointed by the President of the United States. Procedures, including time limits within which all actions provided for herein are to be taken, shall be according to the

forms, procedures and stipulations contained in the Railway Labor Act, as amended.

The arbitration proceedings shall be commenced on or before August 12, 1952.

## **ARTICLE 6- SWITCHING SERVICE FOR NEW INDUSTRIES**

(a) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard engineer - fireman or yard engineers - firemen involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers-firemen by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers - firemen from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(b) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

## **ARTICLE 7- CHANGING SWITCHING LIMITS**

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, any party involved may invoke the services of

the National Mediation Board.

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. Upon such failure of mediation, the carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration.

The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator or arbitrators in accordance with the provisions of the Railway Labor Act, as amended. In the event they fail to agree, the neutral arbitrator or arbitrators shall be appointed by the National Mediation Board, all in accordance with the provisions of the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

#### **ARTICLE 8- REPORTING FOR DUTY**

(a) In assigned road service where under existing rules employees report for duty without being notified or called and it is desired on any day to defer the reporting time, advance notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The employee shall be notified at such time when he is to report and only one such deferment may be made. In such cases the time of the trip or tour of duty shall begin at the time the employee is required in accordance with said notice of change to report for duty. If not so notified, the reporting time shall be as provided in the assignment.

(b) Where employees are notified by call of time at which to report, existing rules or practices are not changed or affected by this rule.

(c) This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

#### **ARTICLE 9- APPROVAL**

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

This agreement is subject to such approval as may be necessary under the terms of the executive order by the President of the United States taking over the railroads and the laws of the United States pertaining to stabilization of prices, wages, etc.

## **ARTICLE 10- MORATORIUM**

No proposals for changes in rates of pay, rules or working conditions will be initiated or progressed by the employees against any carrier or by any carrier against its employees, parties hereto, within a period of three years from October 1, 1950, except such proposals for changes in rules or working conditions which may have been initiated prior to June 1, 1950. Provided, however, that if government wage stabilization policy permits so-called annual improvement wage increases, the parties may meet with the President of the United States, or such other person as he may designate, on or after July 1, 1952, to discuss whether or not further wage adjustments for employees covered by this agreement are justified, in addition to increases received under the cost-of-living formula. At the request of either party for such a meeting, the President or his representative shall fix the time and place for such meeting. The President or his representative and the parties may secure information from the wage stabilization authorities or other government agencies. If the parties are unable to agree at such conferences whether or not further wage adjustments are justified they shall ask the President of the United States to appoint a referee who shall sit with them and consider all pertinent information, and decide promptly whether further wage increases are justified and, if so, what such increases should be, and the effective date thereof. The carrier representatives shall have one vote, the employee representatives shall have one vote and the referee shall have one vote.

The foregoing will not debar management and committees on individual railroads from mutually agreeing upon changes in rates, rules and working conditions of employees covered by this agreement; nor does it bar committees of either organization from service of notice to change mileage limitations on individual properties.

## **ARTICLE 11- DISPUTES COMMITTEE**

Any dispute arising between parties to this agreement in connection with the revision of individual agreements so as to make them conform to this agreement shall be referred jointly, or by either party, for decision to a committee, the carrier members of which shall be three members of the Carriers' Conference Committees, signatories hereto, or their successors, and the employee members of which shall be three representatives selected by the organization signatory hereto.

In the event the Committee is unable to reach a decision with respect to any such disputes, a neutral referee shall be selected by the members of the Committee, to sit with the Committee and act as a member thereof.

If a majority of the Committee is unable to agree upon the selection of a neutral referee, any three members of the Committee may request the National Mediation Board to appoint such neutral referee.

Decisions of a majority of all the members of the Committee shall be final and binding upon the parties to any dispute in which a decision may be rendered.

## **ARTICLE 12-**

This interim agreement is during its life, as provided in agreement of this date identified as "AGREEMENT 'B'", in full and final settlement of all issues, not withdrawn by the parties, growing out of notices served by the

employees, parties hereto, and by the carriers, parties hereto, on or about January 6, 1950 and November 3, 1950, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

### **ARTICLE 13-**

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the Brotherhood of Locomotive Engineers as heretofore stated.

SIGNED AT WASHINGTON, D. C., this TWENTY-THIRD day of MAY, 1952.

For The Carriers:

For The BLE:

SIGNATURES NOT REPRODUCED IN THIS COMPUTERIZED VERSION

### **AGREEMENT "A"**

The Agreement dated May 23, 1952, and identified as AGREEMENT "A", is hereby deferred of application and an interim agreement, identified as "INTERIM AGREEMENT" is substituted in lieu thereof.

The "INTERIM AGREEMENT" will remain in effect subject to termination on not less than three months' advance notice from the Brotherhood of Locomotive Engineers that they desire to place the five-day -work week agreement in effect on a railroad system or systems but the parties agree that the carriers are entitled to have six and seven day service performed at straight-time rates with reasonable regularity, and if it is claimed that the manpower situation is such that the adoption of the five-day work week agreement would not permit this, the question of whether there is sufficient manpower available to permit the adoption of the five-day work week shall be submitted for final decision to the nominee of the President of the United States.

Coincident with termination of such three months' advance notice, and in conformity with the preceding paragraph, the "INTERIM AGREEMENT" will be cancelled and AGREEMENT "A" will become fully effective.

SIGNED AT WASHINGTON, D. C., this TWENTY-THIRD day of MAY, 1952.

SIGNATURES NOT REPRODUCED IN THIS VERSION

### **AGREEMENT "B"**

This Agreement made this twenty-third day of May, 1952, by and between

the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof and represented by EASTERN, WESTERN and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employees shown thereon and represented by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS through their conference committee.

WITNESSETH:

WHEREAS on or about January 6, 1950 and November 3, 1950, certain proposals were served on the carriers parties hereto by the Brotherhood of Locomotive Engineers on behalf of employees represented by that organization; and

WHEREAS on or about the same dates certain proposals on behalf of the carriers parties hereto were served on the employees of said carriers represented by the Brotherhood of Locomotive Engineers:

NOW THEREFORE IT IS AGREED:

**ARTICLE 1- WAGE INCREASES**

(a) Effective October 1, 1950, an increase of 18 cents per hour or \$1.44 per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and, in consideration of other provisions of this agreement, a further increase of 5 cents per hour or 40 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and an increase of 5 cents per hour or 40 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in road service.

(b) Effective January 1, 1951, an increase of 2 cents per hour or 16 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and an increase of 5 cents per hour or 40 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in road service.

(c) Effective March 1, 1951, an increase of 2 cents per hour or 16 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers and an increase of 2 cents per hour or 20 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in road service.

(d) Upon the date this Agreement becomes effective as provided for in Agreement "B", an additional 4 cents per hour or 32 cents per day shall be added to the rates of Engineers and Firemen, and Helpers on other than steam power, in yard service and hostlers and outside hostler helpers.

(e) Yard rates shall apply to belt line, transfer and yard service, or combinations thereof, effective October 1, 1950.

(f) The interim increase of 12.5 cents per hour for yardmen, and 5 cents per hour for employees in road service, effective October 1, 1950, as provided in General Order No. 2, issued February 8, 1951 by Assistant Secretary of the Army Karl R. Bendtsen, shall be credited against the increases provided for in this Article 1.

(g) In application of increases provided for in paragraphs (a), (b), (c) and (d) -

1. All arbitraries, miscellaneous rates, or special allowances as provided in the schedules or wage agreements shall be increased under this agreement in proportion to the daily increase herein granted.

2. In determining new hourly rates, fractions of a cent will be disposed of by applying next higher quarter of a cent.

3. Mileage rates shall be determined by dividing the new daily rates by the miles constituting a basic day's work in the respective classes of service.

4. Daily earnings minima shall be increased by the amount of the respective daily increase.

5. Existing money differentials above existing standard daily rates shall be maintained.

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

## **ARTICLE 2- COST-OF-LIVING ADJUSTMENT**

(a) A cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income Families for Large Cities Combined-All Items" (1935-1939 = 100) (Old Series) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. For the purpose of this computation an arbitrary base index of 178.0 is agreed to. The cost-of-living adjustment as hereinafter provided shall be made commencing April 1, 1951 and each three months thereafter based on the BLS Consumers' Price Index as of February 15, 1951 and the BLS Consumers' Price Index each third month thereafter as illustrated by the following table:

CHART NOT REPRODUCED IN THIS ELECTRONIC MEDIUM

(b) The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment, as provided for in paragraph (a).

(c) Wage rates in effect March 1, 1951 plus the additional 4 cents per hour (32 cents per basic day) provided for in Article 1(d) of this agreement will not be reduced during the life of this agreement. However, such rates are subject to a cost-of-living adjustment in accordance with the following table; adjustments to be made on the dates as illustrated in paragraph (a):

<u>BLS Consumers'</u>	<u>Cost-of-living</u>
<u>Price Index</u>	<u>allowance</u>
178.0 and less than 179.0	None
179.0 and less than 180.0	
1 cent per hour (8 cents per basic day)	

180.0 and less than 181.0  
2 cents per hour (16 cents per basic day)

181.0 and less than 182.0  
3 cents per hour (24 cents per basic day)

182.0 and less than 183.0  
4 cents per hour (32 cents per basic day) and so forth, with corresponding 1 cent per hour (8 cents per basic day) adjustment for each 1 point change in the index. The initial allowance of 1 cent per hour (8 cents per basic day) made when the index reaches 179.0 will not be eliminated unless the index reaches 178.0 or less.

Examples:

If the BLS Consumers' Price Index as of February 15, 1951 should be 179.0 and less than 180.0, 1 cent per hour (8 cents per basic day) shall be added effective April 1, 1951 as a cost-of-living adjustment; if such index as of May 15, 1951 should be 178.0 or less, then effective July 1, 1951 the cost-of-living adjustment established under this example will be eliminated.

If the BLS Consumers' Price Index as of February 15, 1951 should be 180.0 and less than 181.0, 2 cents per hour (16 cents per basic day) shall be added effective April 1, 1951 as a cost-of-living adjustment; if such index as of May 15, 1951 should be 179.0 and less than 180.0, then effective July 1, 1951 the cost-of-living adjustment established under this example will be reduced by 1 cent per hour (8 cents per basic day).

The cost-of-living adjustment will be applied as a wage increase or a wage reduction in the same manner as the wage increase provided for Article 1 hereof.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (a), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e) No adjustments, except as provided in paragraph (f) shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for August 15, 1950, 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 Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for August 15, 1950, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index of 178.0 described in paragraph (a) hereof, and the several indexes listed in paragraph (c) hereof.

(g) The parties agree that this Article 2 shall remain in effect until October 1, 1953 and thereafter subject to change under the provisions of the Railway Labor Act as amended.

## **ARTICLE 3- FIVE-DAY WORK WEEK**

### **Section 1**

(a) Beginning on the date this Article 3 becomes effective on any carrier, such carrier will establish for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers, a work week of five basic days. Except as otherwise provided in this Article 3, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designated by the Brotherhood will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the five-day week. After all initial changes have been made to place the five-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

### **Section 2**

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

### **Section 3**

(a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews for a fixed period of time which shall be for the same hours daily will be relaxed only to the extent

provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

#### **Section 4**

(a) Accumulation. - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

(b) Days Off. - In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.

(c) Non-consecutive days. - If the representatives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the carrier may nevertheless establish non-consecutive days off subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

#### **Section 5 - Regular Employees**

(a) Existing rules which relate to the payment of daily Overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned yard and hostling service employees worked as such more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(1) As provided in Section 4 (a) and (b);

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in

paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

### **Section 6 - Extra Employees**

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of eleven straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

Notes: It is recognized that the carrier is entitled to have an extra employee work eleven straight time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. After an extra man has worked eleven straight time shifts in yard and hostling service in a semi-monthly period he will remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such service at the straight time rate.

(b) In the event an additional day's pay at the straight time rate is paid to an extra employee for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the eleven straight time shifts referred to in paragraph (a) of this Section.

(c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6.

### **Section 7**

Beginning on the date the five-day work week becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949 shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive

Engineers, are concerned:

Note:The amendments to such Vacation Agreement made by this Section 7 as applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

### **Section 1(a) - 1(b). Add:**

In the application of Section 1(a) and 1(b) each basic day in yard

service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which the five-day work week becomes effective, shall not be changed.

**Section 1(d). Add:**

Add "Note": The 60 and 30 calendar days referred to herein shall not be subject to the 1.2 computation provided for in Sections 1(a) and 1(b).

**Section 2(a). Add:**

Yard Service

An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) -shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five minimum basic days' pay at the rate of the last yard service rendered.

**Section 2(b). Add:**

Yard Service

An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held

the

Combination of Yard and Road Service (continued) organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten minimum basic days' pay at the rate of the last yard service rendered.

### **Section 9. Add:**

With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

#### General

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

### **Section 8**

Existing weekly or monthly guarantees in yard or hostling service producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

### **Section 9**

(a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regular assigned employee in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed eleven straight time days. He will then be subject to the "Note" under Section 6 of this Article 3.

(d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this Section -

Regular employees will not be permitted to work more than five straight time eight-hour shifts in a work week,

Extra employees will not be permitted to work more than eleven straight time eight-hour shifts in a semi-monthly period in yard or hostling service, and each excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

### **Section 10**

(a) The provisions of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

(b) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

### **Section 11**

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

### **Section 12**

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

## **ARTICLE 4- INTERDIVISIONAL, INTERSENIORITY DISTRICT, INTRADIVISIONAL, AND/OR INTRASENIORITY DISTRICT SERVICE (FREIGHT OR PASSENGER)**

Where a carrier desires to establish interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger or freight service, the carrier shall give notice to the General Chairman of the organizations involved of its desire to establish such runs, giving detailed information specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service, the purpose being to furnish the employees with all the necessary information.

The parties will negotiate in good faith on such proposals and failing to agree, either party may invoke the services of the National Mediation Board. If mediation fails and the parties do not agree to arbitrate the dispute under the Railway Labor Act, then at the request of either party, the proposal will be considered by a National Committee consisting of the chiefs of the employee organizations involved and an equal number of carrier

representatives who shall be members of the Carriers' Conference Committees, signatories hereto, or their successors or representatives, provided, however, that this procedure of appeal to the National Committee thus created shall not be made in any case for a period of six months from the date of this agreement.

If said National Committee does not agree upon the disposition of the proposal, then the conferees will in good faith undertake to agree upon a neutral chairman who will sit with the Committee, hear the arguments of the parties, and make representations and recommendations to the parties with the view in mind of disposing of the controversy. In the event the parties do not agree upon such neutral chairman, then upon the request of the parties, or either of them, the National Mediation Board will appoint the chairman.

While the recommendations of the Chairman are not to be compulsory or binding as an arbitration award, yet the parties hereto affirm their good intentions of arranging through the above procedure for the final disposition of all such disputes on a fair and reasonable basis.

Every effort will be made to settle disputes over interdivisional service on the property and thus to minimize the number of appeals to the above National Committee.

This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

#### **ARTICLE 5- MORE THAN ONE CLASS OF ROAD SERVICE**

The dispute as to this rule shall be submitted to arbitration. The arbitrators shall have the right to consider whether or not any rule covering more than one class of road service should be granted, and if so, the language of such rule.

Each party shall designate the exact questions, conditions or issues relating to such rule which it desires to submit to arbitration, and same shall constitute the questions to be submitted to arbitration.

The Board of Arbitration shall be composed of three members, one appointed by the Chairmen of the three Carriers' Conference Committees; one by the organization or organizations executing this agreement. The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator, and failing therein, said neutral shall be appointed by the President of the United States. Procedures, including time limits within which all actions provided for herein are to be taken, shall be according to the forms, procedures and stipulations contained in the Railway Labor Act, as amended.

The arbitration proceedings shall be commenced on or before August 12, 1952.

#### **ARTICLE 6- SWITCHING SERVICE FOR NEW INDUSTRIES**

(a) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching

limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard engineer - fireman or yard engineers - firemen involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers-firemen by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers - firemen from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(b) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

## **ARTICLE 7- CHANGING SWITCHING LIMITS**

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General

Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. Upon such failure of mediation, the carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration.

The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator or arbitrators in accordance with the provisions of the Railway Labor Act, as amended. In the event they fail to agree, the neutral arbitrator or arbitrators shall be appointed by the National Mediation Board, all in accordance with the provisions of the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

(c) This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

## **ARTICLE 8- REPORTING FOR DUTY**

(a) In assigned road service where under existing rules employees report for duty without being notified or called and it is desired on any day to defer the reporting time, advance notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The employee shall be notified at such time when he is to report and only one such deferment may be made. In such cases the time of the trip or tour of duty shall begin at the time the employee is required in accordance with said notice of change to report for duty. If not so notified, the reporting time shall be as provided in the assignment.

(b) Where employees are notified by call of time at which to report, existing rules or practices are not changed or affected by this rule.

(c) This rule shall become effective August 1, 1952, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before July 1, 1952.

## **ARTICLE 9- APPROVAL**

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

This agreement is subject to such approval as may be necessary under the terms of the executive order by the President of the United States taking over the railroads and the laws of the United States pertaining to stabilization of prices, wages, etc.

## **ARTICLE 10- MORATORIUM**

No proposals for changes in rates of pay, rules or working conditions will be initiated or progressed by the employees against any carrier or by any carrier against its employees, parties hereto, within a period of three years from October 1, 1950, except such proposals for changes in rules or working conditions which may have been initiated prior to June 1, 1950. Provided, however, that if government wage stabilization policy permits so-called annual improvement wage increases, the parties may meet with the President of the United States, or such other person as he may designate, on or after July 1, 1952, to discuss whether or not further wage adjustments for employees covered by this agreement are justified, in addition to increases received under the

cost-of-living formula. At the request of either party for such a meeting, the President or his representative shall fix the time and place for such meeting. The President or his representative and the parties may secure information from the wage stabilization authorities or other government agencies. If the parties are unable to agree at such conferences whether or not further wage adjustments are justified they shall ask the President of the United States to appoint a referee who shall sit with them and consider all pertinent information, and decide promptly whether further wage increases are justified and, if so, what such increases should be, and the effective date thereof. The carrier representatives shall have one vote, the employee representatives shall have one vote and the referee shall have one vote.

The foregoing will not debar management and committees on individual railroads from mutually agreeing upon changes in rates, rules and working conditions of employees covered by this agreement; nor does it bar committees of either organization from service of notice to change mileage limitations on individual properties.

## **ARTICLE 11- DISPUTES COMMITTEE**

Any dispute arising between parties to this agreement in connection with the revision of individual agreements so as to make them conform to this agreement shall be referred jointly, or by either party, for decision to a committee, the carrier members of which shall be three members of the Carriers' Conference Committees, signatories hereto, or their successors, and the employee members of which shall be three representatives selected by the organization signatory hereto.

In the event the Committee is unable to reach a decision with respect to any such disputes, a neutral referee shall be selected by the members of the Committee, to sit with the Committee and act as a member thereof.

If a majority of the Committee is unable to agree upon the selection of a neutral referee, any three members of the Committee may request the National Mediation Board to appoint such neutral referee.

Decisions of a majority of all the members of the Committee shall be final and binding upon the parties to any dispute in which a decision may be rendered.

## **ARTICLE 12**

This agreement is in full and final settlement of all issues, not withdrawn by the parties, growing out of notices served by the employees, parties hereto, and by the carriers, parties hereto, on or about January 6, 1950 and November 3, 1950, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

## **ARTICLE 13**

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the Brotherhood of Locomotive Engineers as heretofore stated; and shall remain in effect until September 30, 1953 and thereafter, subject to notices served in accordance with Section 6 of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D. C., this TWENTY-THIRD day of MAY, 1952.

SIGNATURES NOT REPRODUCED IN THIS COMPUTERIZED VERSION

## **SIDE LETTERS**

Hotel Hamillton

Washington, D C

May 17, 1952

Messrs. D.P. Loomis, Chmn

Western Carriers ' Conference Committee

L.W. Horning, Chmn

Eastern Carriers' Conference Committee

W.S. Baker, Chmn

Southeastern Carriers' Conference Committee

Dear Sirs:

This is to advise you that effective this date the undersigned are withdrawing from consideration in any settlement that may be reached on the contents of our Notice dated January 6, 1950 all matters listed therein, except the following:

(1) The basic daily wage rates for engineers on all classes of engines or other power used shall be increased 20%. All differentials, arbitraries, and special allowances shall be increased 20%.

This withdrawal, of course, is limited in its application to those carriers presently represented by your Committee in conferences with us on the issues contained in the Brotherhood's notice above referred to.

Very truly yours,

J.P. Shields, et al

Grand Chief Engineer

At Washington, D.C. May 23, 1952

Mr. J. P. Shields

Grand Chief Engineer

Brotherhood of Locomotive Engineers

Hamilton Hotel

Washington, D.C.

Dear Sirs:

This will confirm our understanding that the moratorium rules in the agreements signed this date between the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and employees represented by the Brotherhood of Locomotive Engineers do not apply to requests for the negotiation of union shop agreements.

SIGNED BY THE THREE CHAIRMEN OF THE EASTERN,  
WESTERN, AND SOUTHEASTERN CARRIERS  
CONFERENCE COMMITTEES

At Washington, D. C.

May 23, 1952

Honorable Nelson M. Bortz, Chairman

Railroad and Airline Wage Board

Room 756 Home Owners Loan Building

101 Indiana Avenue, N.W.

Washington, D. C.

Dear Sir:

We enclose herewith copies of agreements signed by the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and Order of Railway Conductors signed at the White House on May 21, 1952.

We also enclose copies of the complete formal agreements signed by the parties this date.

The provisions respecting wages and rates of pay contained in these agreements are in substantial accordance with the proposal made by the government in the White House on Decembor 21, 1950, and follow the pattern of the agreements covering employees represented by the Fifteen Cooperating Railway Organizations, the Switchmen's Union of North America, the Railroad Yardmasters of America, and the Brotherhood of Railroad Trainmen heretofor approved by the stabilization authority.

You will also note that the White House Agreements are witnessed by Dr. John R. Steelman, the Assistant to the President of the United States and by Honorable Leverett Edwards, Chairman of the National Mediation Board. We shall appreciate it if your Board will approve these agreements as promptly as possible and advise the undersigned.

Yours very truly,

Signed By the Three Chairmen of the Carriers' Conference Committees and  
J.P. Shields, Grand Chief Engineer of the BLE

RAILROAD AND AIRLINE WAGE BOARD

WASHINGTON, D. C.

May 28, 1952

L. W. Horning, Chairman J.P. Shields, Grand Chief Engineer Eastern  
Carriers' Conference Brotherhood of Locomotive Engineers

D. P. Loomis, Chairman D.B. Robertson, International Western Carriers'  
Conference President, Brotherhood of Locomotive Firemen and Enginemen

W.S. Baker, Chairman Southeastern Carriers Conference R.O. Hughes,  
President Order of Railway Conductors

Gentlemen:

This will acknowledge your joint application of May 23, 1952,  
transmitting copies of Memorandum Agreements signed at the White House on May  
21, 1952 and also copies of the complete formal agreements dated May 23, 1952  
which have been signed by representatives of the Eastern, Western, and  
Southeastern Carriers' Conference Committees and the Brotherhood of Locomotive  
Engineers, the Brotherhood of Locomotive Firemen and Enginemen, and the Order  
of Railway Conductors. Approval of these agreements is requested.

You state that the provisions respecting wages and rates of pay  
contained in the above-mentioned agreements are in substantial accordance with  
the proposal made by the Government at the White House on December 21, 1950.  
It is indicated also that the agreements of May 23, 1952 follow the pattern of  
the agreements covering employees represented by the Fifteen Cooperating  
Railway Labor Organizations, the Switchmen's Union of North America, the  
Railroad Yardmasters of America, and the Brotherhood of Railroad Trainmen.

Examination of the agreements reveals that the compensation provisions  
are similar in amounts and timing to those provided in earlier agreements also  
affecting large groups of railroad employees and previously approved by the  
appropriate stabilization authorities. Moreover, the pattern, complexity, and  
duration of the wage negotiations found to exist in these previously approved  
settlements are likewise clearly present in the instant case. The compensation  
provisions of the agreements of May 21-23, 1952 are therefore approvable under  
existing stabilization regulations, orders, and decisions and are hereby  
approved.

The Board finds that the adjustments in compensation approved herein are  
consistent with standards now in effect, established by or pursuant to law,  
for the purpose of controlling inflationary tendencies, and so certifies.

Very truly yours,

Nelson M. Bortz, Chairman

Railroad and Airline Wage Board

APPROVED May 28, 1952