

MEMORANDUM OF AGREEMENT

BETWEEN THE

Brotherhood of Locomotive Engineers
 Brotherhood of Locomotive Firemen and Enginemen
 Order of Railway Conductors
 Brotherhood of Railroad Trainmen

AND THE

Representatives of the Railroads, Signatory to this Memorandum

ON THE

Creation of a Regional Board of Adjustment for the Southeastern Region

MEMORANDUM OF AGREEMENT between the Railway Companies signatory hereto and their respective employees in train, engine and yard service represented by W. S. Stone, Grand Chief Engineer, Brotherhood Locomotive Engineers; L. E. Sheppard, President, Order Railway Conductors; W. G. Lee, President, Brotherhood of Railroad Trainmen, and W. S. Carter, President, Brotherhood of Locomotive Firemen and Enginemen:

(1) That all disputes growing out of personal grievances or out of the interpretation or application of the schedules, agreements or practices now, or hereafter established on the railroads signatory hereto, which cannot be adjusted by direct conference between representatives of the individual railroad and its respective employes shall be disposed of in the following manner:

(2) There shall be created as soon as practicable a Railroad Board of Adjustment to be known as "TRAIN SERVICE BOARD OF ADJUSTMENT FOR THE SOUTHEASTERN REGION" (hereinafter referred to as the Board), to consist of eight members; four to be selected by the said railroads, and one each by the chief executive officer of each of the four organizations of employes, hereinbefore named.

(3) The Board shall meet in the City of Washington, D. C., within ten days after the selection of its members, and elect a chairman and vice-chairman, who shall be members of the Board; the Chairman or Vice-Chairman will preside at meetings of the Board, and each shall have a vote upon the adoption of all decisions of the Board.

(4) The Board shall meet regularly, at stated times each month, and continue in session until all matters before it are considered.

(5) Unless otherwise mutually agreed, all meetings of the Board shall be held in the City of Washington, D. C.; provided, that the Board shall have authority to empower two or more of its members to conduct hearings and pass upon disputes, when properly submitted, at any place designated by the Board; Provided, further, that such subdivision of the Board shall not be authorized to make final decision. All decisions shall be made and approved by the entire Board, as herein provided.

(6) Should a vacancy occur in the Board for any cause, such vacancy shall be immediately filled by the same appointive authority as made the original selection.

(7) The Board shall render decisions on all matters in dispute, as provided in sections 1 and 8 hereof, and when properly submitted to the Board.

(8) Disputes arising between a railroad and its employes covered by this agreement will be handled in their usual manner by general committees of the employes up to and including the chief oper-

ating officer of the railroad (or someone officially designated by him), when, if an agreement is not reached, the Chairman of the general committee of employes may refer the matter to the chief executive officer of the organization concerned, and if the contention of the employes' committee is approved by such ~~executive officer~~, then the chief operating officer of the railroad and the chief executive officer of the organization concerned shall refer the matter, with all supporting papers, to the Board, which Board shall promptly hear and decide the case, giving due notice to the chief operating officer of the railroad interested and to the chief executive officer of the organization concerned, of the time set for hearing.

In the event that either party to a dispute declines to become a party to a joint submission, as above provided, then either party may refer the dispute to the Board under such regulations as the Board may prescribe.

On a written petition signed by not less than one hundred unorganized employes of the classes covered by this agreement, directly interested in the dispute, the Board shall hear and decide any dispute covered by this agreement; provided, that no dispute over an interpretation of an existing agreement, rule or practice which has been agreed to or accepted by the management and the duly constituted committee representing the employes, parties thereto, shall be considered as a dispute under this agreement.

(9) No matter shall be considered by the Board unless referred to it in the manner herein prescribed.

(10) In hearings before the Board, in matters properly submitted for its consideration, the railroad may be represented by such person or persons as may be designated by it, and the employes may be represented by such person or persons as may be designated by them.

(11) The Railroads shall pay the compensation of the Members of the Board appointed by them, and the employes shall do likewise for their appointees. The Board shall have authority to employ a Secretary and other assistance, and incur such other expense as in its judgment may be necessary for the proper conduct of its business. All expenses of the Board, except the compensation of the members thereof, shall be borne one-half each by both parties to this agreement.

(12) In each case an effort should be made to present a joint concrete statement of facts as to any dispute, but the Board is fully authorized to require information in addition to the concrete statement of facts, and may call for additional evidence, either oral or written, from either side.

(13) All decisions of the Board shall be approved by a majority vote of the full membership of the Board, and shall be final and binding upon the parties to the dispute.

(14) If a dispute has been considered by the Board, but a majority vote, as provided above, cannot be obtained, then, upon the request of either party to the dispute, the Board shall certify such dispute to the United States Railroad Labor Board for final decision, accompanied by all supporting papers.

(15) The Board shall keep a complete and accurate record of all matters submitted for its consideration, and of all decisions made.

(16) A copy of each decision of the Board shall be furnished to the representative of the railroad or railroads involved in the dispute and of each class of employes covered by this agreement, and one copy shall be furnished to the Bureau of Information of the Southeastern Railways.

(17) No disputes shall be considered by the Board except those with respect to matters covered by Section 1 of this agreement, and which have arisen out of occurrences subsequent to February 29th, 1920, and are now pending, or may hereafter arise.

All disputes arising out of proposed changes in rules, working conditions or rates of pay are specifically excluded from the jurisdiction of the Board.

The Board shall not assess punishment or change the discipline administered. In the determination of disputes involving personal grievances, the decision of the Board shall be limited to the guilt or innocence of employes as charged, provided, that nothing herein shall prevent a recommendation by the Board for the extension of clemency.

NOTE—Our interpretation of the third paragraph of Section 17, together with other provisions of the agreement, is this: That if an employe is discharged or disciplined and his grievance is brought before the Board, the decision of this Board will be limited to the fact whether or not he was guilty as charged, and that the Board will not limit or modify the discipline, if found guilty, which has been applied, and that after the Board has rendered its decision, that it is final and conclusive, and the employe having such a grievance will have no authority or right to apply to the Railroad Labor Board. In the case of an employe whose personal grievance is before the Board for decision and the Board finds the employe innocent of the charge, our interpretation is that the Board is competent to order the reinstatement of the man with or without pay for time lost, as the Board may decide, and the remission of any penalty which may have been inflicted by the management.

(18) This agreement shall become effective upon its execution, and shall remain in full force and effect for a period of one year from the date of organization of the Board and thereafter for successive periods of one year; provided, that any party signatory hereto may withdraw at the end of any year upon serving written notice of its intention to withdraw not less than 90 days prior to the expiration of such year, such notice to be given each of the parties signatory hereto; and provided further, that in the event that any party or parties signatory hereto shall serve notice of intention to withdraw at the end of any year, each of the other parties hereto shall then have thirty (30) days during which it may serve notice of its intention also to withdraw.

This agreement may be modified only with the consent of the parties signatory hereto.

IN WITNESS whereof, the parties hereto, have set their hands
this 15 day of Aug 1921.

W. S. Stone

H. Baster

Atlanta & West Point Railroad Co.
The Western Railway of Alabama

By [Signature]

Atlantic Coast Line R. R. Co.

By R. A. [Signature]

Central of Georgia Railway Co.

By W. L. [Signature]

Charleston & Western Carolina Ry. Co.

By [Signature]

Chesapeake & Ohio Railway Co.

By [Signature]

Florida East Coast Railway Co.

By J. P. [Signature]

Georgia Railroad

By [Signature]

Louisville & Nashville R. R. Co.

By W. L. [Signature]

President

L. E. Sheppard

W. G. Lee

Louisville, Henderson & St. Louis
Railway Company

By [Signature]
President

The Nashville, Chattanooga & St.
Louis Railway

By W. H. [Signature]

Norfolk & Western Ry. Co.

By [Signature]

Norfolk Southern R. R. Co.

By [Signature]
PRESIDENT

Richmond, Fredericksburg & Potomac
Railroad Co.

By [Signature]

Seaboard Air Line Railway Co.

By [Signature]

Winston-Salem Southbound Ry. Co.

By Henry E. Jones Pres

Gulf & Ship Island R. R. Co.

By [Signature]

Vice-President