

ORC & B
DECEMBER 21, 1955

MEDIATION AGREEMENT CASE NO. A-5024

AND AGREEMENT

DATED DECEMBER 21, 1955

BETWEEN

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

AND

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

National Mediation Board

Mediation Agreement

Between

Order of Railway Conductors and Brakemen

and

Eastern Carriers' Conference Committee
Western Carriers' Conference Committee
Southeastern Carriers' Conference Committee

In settlement of differences described in docket Case No. A-5024 of the National Mediation Board and in accordance with the provisions of the Railway Labor Act as amended, it is mutually agreed that the questions in dispute are hereby disposed of by the execution of an agreement simultaneously herewith, copy of which is attached hereto but not made a part hereof.

Signed at Chicago, Illinois, this 21st day of December, 1955.

Eastern Carriers' Conference
Committee

Order of Railway Conductors and
Brakemen

By Frank J. Pichel
Chairman

By Joe Padolock
Senior Vice President

Western Carriers' Conference
Committee

By L. P. Loomis
Chairman

Southeastern Carriers' Conference
Committee

By B. B. Gaymont
Chairman

Witness:

Reverie Steward
Chairman, National Mediation Board

AGREEMENT

This Agreement made this 21st day of December, 1955, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the road service employees of such carriers shown thereon and represented by the Order of Railway Conductors and Brakemen through their conference committee.

IT IS HEREBY AGREED:

ARTICLE I - WAGE INCREASES - GENERAL

(a) Effective October 1, 1955, all basic daily rates of pay shall be increased by $6\frac{1}{2}$ cents per hour or 52 cents per basic day.

(b) Also effective October 1, 1955, all basic daily rates of pay shall be increased by an additional 4 cents per hour or 32 cents per basic day. This additional increase of 4 cents per hour (32 cents per basic day) is in lieu of the offer of the carriers made through the Carriers' Conference Committees in conference "to set up a medical and hospital insurance plan for employees represented by the Order of Railway Conductors and Brakemen similar to that now in effect for Non-Operating employees, the cost of such plan to be not in excess of \$6.30 per month which will be borne by the carriers." If the Order of Railway Conductors and Brakemen on individual railroads desires to pursue pending notices for health and welfare benefits or to move for a carrier-financed health and welfare plan, this additional wage increase of 4 cents per hour (32 cents per basic day) or such portion thereof as may be required under a plan adopted by mutual agreement will be automatically converted on such railroad or railroads for payment of such health and welfare plan as may be adopted.

NOTE: It is understood that on certain railroads such as the so-called "steel railroads," agreements are already in effect covering health and welfare plans with contributions by the carrier for employees represented by the Order of Railway Conductors and Brakemen. Negotiations with respect to such agreements are not covered by this section.

(c) Also effective October 1, 1955, standard basic daily rates of pay of road conductors in passenger service and standard basic daily rates of pay of road freight conductors (using for purposes of this adjustment only, the rate of \$15.37 in the East and Southeast and \$15.31 in the West), in effect September 30, 1955, shall be increased by an additional amount equal to two per cent. The local freight differential shall be maintained.

(d) Effective October 1, 1955, the increases in rates of pay set forth in paragraphs (a), (b) and (c) of this Article I will result in the following standard basic daily rates of pay for road conductors:

Standard Basic Daily Rates - As of October 1, 1955

Conductors - Passenger Service

East	\$16.75
West	16.69
Southeast	16.75

Conductors - Through Freight Service

East	\$15.97
West	15.91
Southeast	15.97

Conductors - Local Freight Service

East	\$16.53
West	16.46
Southeast	16.53

(e) The foregoing rates are the basic daily rates to which payments based on the number of cars provided by the Agreement of May 26, 1955, shall be added in accordance with the terms of such Agreement.

(f) In application of increases provided for in paragraphs (a), (b), (c) and (d) of this ARTICLE I -

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 increases herein granted.

2. In determining new hourly rates, fractions of a cent will be disposed of by applying the 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 increases.

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

6. Standard monthly rates and money monthly guarantees in passenger service shall be thirty times the new standard daily rate. Other than standard monthly rates and money monthly guarantees shall be so adjusted that differentials existing as of September 30, 1955, shall be preserved.

7. Existing monthly rates and money monthly guarantees applicable in other than passenger service will be increased in the same proportion as the daily rate for the class of service involved is increased.

8. Effective October 1, 1955, existing basic daily rates of pay other than standard, of road conductors shall be increased the same amount of money as provided for standard rates.

ARTICLE II - GUARANTEES

(a) Effective October 1, 1955, the daily earnings minima applicable to passenger service shall be further increased by the addition of 60 cents to the amount resulting from the application of ARTICLE I(f) 4.

(b) Effective October 1, 1955, the minimum daily earnings from all sources, for each day to which service payments are credited, of employes in local freight and mine run (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be as follows:

	<u>East and Southeast</u>	<u>West</u>
Conductors	\$17.23	\$17.16
Brakemen	15.37	15.32

ARTICLE III - COURT APPROVAL

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

ARTICLE IV - DISPUTES COMMITTEE

Any dispute or controversy arising on any carrier as to interpretation or application of any of the terms of this agreement, and not settled on such carrier, shall be referred jointly or by either party for a decision to a committee, the carrier members of which shall be the chairmen of the Carriers' Conference Committees signatory hereto, or their representatives or successors, and the employe members of which shall be three representatives selected by the Order of Railway Conductors and Brakemen. The committee shall meet twice annually, between January 1 and June 30 and between July 1 and December 31, if any disputes are to be decided.

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.

Unless otherwise agreed to by the Disputes Committee, cases which have been duly submitted to the committee in conformity with the procedures adopted to implement this ARTICLE IV, between January 1 and June 30 both inclusive, in any year shall be decided or deadlocked between July 1 and December 31 of that year; and such cases as are so submitted between July 1 and December 31 of any year both inclusive, shall be decided or deadlocked between January 1 and June 30 of the following year. In event a party hereto shall fail or refuse on any occasion to select its members to serve on the committee, or shall fail or refuse to meet within the time limits prescribed by this article, the then pending cases shall be regarded as decided in favor of the party not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases.

ARTICLE V - MORATORIUM

It is hereby agreed that no proposals for changes in rules requiring the creation or elimination of, or increase or decrease in, the payment of arbitraries will be initiated or pending proposals progressed before June 30, 1956, and shall not be initiated or progressed except upon 30 days' notice thereafter given, provided, however, this paragraph shall not be construed to prohibit adjustments of contracts by mutual agreement on individual railroads to meet local conditions during the period of this moratorium.

ARTICLE VI - SETTLEMENT

This Agreement is in full and final settlement of the disputes growing out of notices served by the employees parties hereto and by the carriers parties hereto on or about August 15, 1955, in accordance with Section 6 of the Railway Labor Act, as amended, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE VII - TERMINATION

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the Order of Railway Conductors and Brakemen as heretofore stated, and shall remain in effect subject to notices served in accordance with Section 6 of the Railway Labor Act, as amended.

Signed at CHICAGO, ILLINOIS, this 21st day of December, 1955.

For the participating carriers listed in Exhibit A:

Frank Dubel
Chairman

E. P. Longway

L. W. Hanning

J. E. Jones

G. W. Knight

R. W. Pickard

G. C. White

For the participating carriers listed in Exhibit B:

L. P. Loomis
Chairman

E. Wolbe

C. Buckley

J. A. Tomer

E. G. ...

J. Hallman

For the participating carriers listed in Exhibit C:

B. B. Bryant
Chairman

W. J. ...

For the employees represented by the Order of Railway Conductors and Brakemen:

Joe Baddock
Senior Vice President

...
Vice President

...
Chairman, Dist. No. 2

Louis J. Hagan
Vice Chairman, Dist. No. 1

F. J. ...
Secretary, Dist. No. 1

J. A. Kelly
Chairman, Dist. No. 2

S. E. ...
Vice Chairman, Dist. No. 2

...
Secretary, Dist. No. 2

W. E. King
Chairman, Dist. No. 3

J. A. ...
Vice Chairman, Dist. No. 3

...
Secretary, Dist. No. 3

For the participating carriers
listed in Exhibit C: (Continued)

Walter Burroughs
J. K. Day, Jr.
W. S. Schall

WITNESS:

Robert E. Wood
Chairman, National Mediation Board

EASTERN RAILROADS WHICH HAVE AUTHORIZED REPRESENTATION BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE IN THE HANDLING OF NOTICES SERVED ON OR ABOUT AUGUST 15, 1955 ON INDIVIDUAL RAILROADS BY THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN OF DESIRE TO CHANGE SCHEDULE AGREEMENTS TO PROVIDE FOR INCREASES IN RATES OF PAY, ETC.; ALSO CARRIERS' RULES CHANGE PROPOSALS.

(Authority is co-extensive with the notices filed and with scope of agreements as to classes of employees)

R a i l r o a d s	Represented by the Order of Railway Conductors and Brakemen		
	Road Conductors	Road Brakemen	Yardmen
(1)	(2)	(3)	(4)
Baltimore and Ohio RR	(a)		
Staten Island Rapid Transit Ry	x		
Strouds Creek and Muddlety RR	x	x	
Central RR Co of New Jersey	x		
New York and Long Branch RR	x		
Central Vermont Ry	x		
Chicago, Indianapolis & Louisville Ry	x		
Delaware and Hudson RR	x		
Detroit and Toledo Shore Line RR	x		
Grand Trunk Western RR	x		
Lehigh and New England RR	x		
Lehigh Valley RR	x		
Monongahela Ry	x		
<u>NEW YORK CENTRAL SYSTEM</u>			
N Y C - Buffalo & East	x		
N Y C - West of Buffalo	x		
Ohio Central Division	x		
Michigan Central RR	(b)		
Cleveland, Cin., Chi. & St. Louis Ry	x		
Peoria & Eastern Ry	x		
Boston & Albany RR	x		
Pittsburgh & Lake Erie RR	x		
Lake Erie & Eastern RR	x		
New York, Chicago & St. Louis RR	x		
Wheeling and Lake Erie District	x		
New York, Susquehanna and Western RR	x		
Pittsburgh & West Virginia Ry	x		
Reading Company	x		

Notes:

- (a) - Includes former Buffalo, Rochester & Pittsburgh Territory and the Buffalo and Susquehanna District.
- (b) - Michigan Central - Does not include Road Conductors on Canada Division.

FOR THE CARRIERS:

FOR THE EMPLOYEES:

J. E. Jones

G. J. Hilton

Chicago, Illinois,
October 14, 1955.

WESTERN RAILROADS

DIST OF WESTERN CARRIERS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES DATED ON OR ABOUT AUGUST 15, 1955, SERVED UPON INDIVIDUAL RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN, OF DESIRE TO CHANGE THE SCHEDULE AGREEMENTS TO PROVIDE THAT -

"PASSENGER SERVICE

"All existing basic daily wage rates in passenger service will be increased \$3.00 per day effective September 15, 1955. The same percentage of increase as applied to the basic daily rate will be applicable to all arbitraries, miscellaneous rates, special allowances and to daily and monthly guarantees.

"FREIGHT SERVICE

"1. All existing basic daily wage rates shall be increased \$2.00 on the basic day, effective September 15, 1955.

"The same percentage of increase as applied to the basic daily rate will be applicable to all arbitraries, miscellaneous rates, special allowances and to daily and monthly guarantees.

"2. Negotiate a workable rule to achieve equitable daily earnings for conductors and brakemen in road service who are on assignments with work opportunity limited to 100 miles or 8 hours."

AND TO PROPOSALS FOR CERTAIN RULES CHANGES SERVED BY THE INDIVIDUAL RAILROADS ON THEIR EMPLOYEES REPRESENTED BY THE ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

(Subject to indicated footnotes, this authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the Order of Railway Conductors and Brakemen.)

Atchison, Topeka and Santa Fe Railway, The
 Gulf, Colorado and Santa Fe Railway
 Panhandle and Santa Fe Railway

1: Camas Prairie Railroad

Chicago and North Western Railway
 Chicago, Burlington and Quincy Railroad
 Chicago Great Western Railway
 Chicago, Milwaukee, St. Paul and Pacific Railroad

2: Chicago, Rock Island and Pacific Railroad

Joint Texas Division of C.R.I. & P. RR. and Ft. W. & D. Ry.

Chicago, St. Paul, Minneapolis and Omaha Railway

Denver and Rio Grande Western Railroad, The

Duluth, Missabe and Iron Range Railway - Missabe Division Road Service.

Duluth, Missabe and Iron Range Railway - Iron Range Division Road Service.

- Elgin, Joliet and Eastern Railway
 - Fort Worth and Denver Railway
 - 3: Great Northern Railway
 - T- Gulf Coast Lines - comprising -
 - T- Asphalt Belt Railway
 - T- Asherton and Gulf Railway
 - T- Beaumont, Sour Lake and Western Railway
 - T- Houston and Brazos Valley Railway
 - T- Houston North Shore Railway
 - T- Iberia, St. Mary and Eastern Railroad
 - T- New Iberia and Northern Railroad
 - T- New Orleans, Texas and Mexico Railway
 - T- Orange and Northwestern Railroad, The
 - T- Rio Grand City Railway
 - T- St. Louis, Brownsville and Mexico Railway, The
 - T- San Antonio Southern Railway
 - T- San Antonio, Uvalde and Gulf Railroad
 - T- San Benito and Rio Grande Valley Railway
 - T- Sugar Land Railway
 - Illinois Central Railroad
 - T- International-Great Northern Railroad
 - Kansas City Southern Railway, The
 - Kansas, Oklahoma & Gulf Railway
 - 4: Oklahoma City-Ada-Atoka Railway
 - Louisiana and Arkansas Railway
 - Minneapolis and St. Louis Railway, The
 - Minneapolis, St. Paul and Sault Ste. Marie Railroad
 - Missouri-Kansas-Texas Railroad
 - Missouri-Kansas-Texas Railroad Company of Texas
 - T- Missouri Pacific Railroad
 - Missouri-Illinois Railroad
 - Northern Pacific Railway
 - Northwestern Pacific Railroad
 - 4: Oregon, California and Eastern Railway
 - St. Louis-San Francisco Railway
 - St. Louis, San Francisco and Texas Railway
 - 4: San Diego and Arizona Eastern Railway
 - Southern Pacific Company (Pacific Lines) (Excluding Former El Paso and Southwestern System)
 - Southern Pacific Company (Pacific Lines) (Former El Paso and Southwestern System)
 - 5: Spokane, Portland and Seattle Railway
 - 5: Oregon Trunk Railway
 - 5: Oregon Electric Railway
 - Texas and New Orleans Railroad
 - Texas and Pacific Railway
 - Abilene and Southern Railway
 - 6: Texas-New Mexico Railway
 - Weatherford, Mineral Wells and Northwestern Railway
 - Union Pacific Railroad
 - Wabash Railroad (Lines West of Detroit)
 - Western Pacific Railroad
-

NOTES:

- 1: Authorization covers Road Conductors on that portion of the Camas Prairie Railroad governed by the Northern Pacific Conductors' Schedule.
- 2: Authorization includes Assistant Conductors.
- 3: Authorization includes Road Brakemen and Flagmen, Train Baggage-men and Brakemen-Baggage-men.
- 4: Authorization includes Brakemen.
- 5: Authorization includes Assistant Road Conductors, Ticket Collectors, Road Brakemen and Baggage-men.
- 6: Authorization is applicable to Conductors which are covered by the Texas and Pacific Conductors' Schedule Agreement.


T-Denotes Trusteeship.

FOR THE CARRIERS:



FOR THE

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN:



Chicago, Illinois
December 2, 1955

SOUTHEASTERN RAILROADS
Which Have Authorized Their Representation
by
SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE - 1955

in the handling of proposal for

INCREASE IN BASIC DAILY RATES OF PAY OF \$3.00 IN PASSENGER SERVICE AND \$2.00
IN FREIGHT SERVICE, WITH SAME PERCENTAGE OF INCREASE APPLIED TO
ARBITRARIES, MISCELLANEOUS RATES, SPECIAL ALLOWANCES AND
DAILY AND MONTHLY GUARANTEES, AND FOR A DAILY EARNINGS
RULE IN CERTAIN ROAD FREIGHT SERVICE

Submitted on behalf of certain employee groups as represented
by the

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN
on or about August 15, 1955

and for

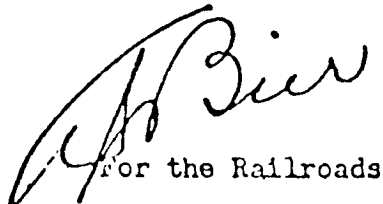
CERTAIN RULES CHANGES

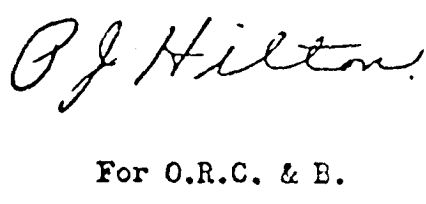
Submitted by such railroads to certain of such employee groups
between August 17 and September 26, 1955

such authority being limited in coverage to those employee groups the rates of pay
and working conditions of which are covered by the current schedule-agreements,
under which such employee groups are represented by the above-named organization,
and on behalf of which and to which groups such proposals were submitted.

ATLANTIC COAST LINE
ATLANTA & WEST POINT
WESTERN RAILWAY OF ALABAMA
CENTRAL OF GEORGIA
CHARLESTON & WESTERN CAROLINA
CHESAPEAKE & OHIO
CLINCHFIELD
FLORIDA EAST COAST
GEORGIA
GULF, MOBILE & OHIO
LOUISVILLE & NASHVILLE
NASHVILLE, CHATTANOOGA & ST. LOUIS

NORFOLK SOUTHERN
NORFOLK & WESTERN
RICHMOND, FREDERICKSBURG & POTOMAC
SEABOARD AIR LINE
SOUTHERN
ALABAMA GREAT SOUTHERN
CINCINNATI, NEW ORLEANS & TEXAS PACIFIC
GEORGIA SOUTHERN & FLORIDA
HARRIMAN & NORTHEASTERN
NEW ORLEANS & NORTHEASTERN
TENNESSEE CENTRAL
VIRGINIAN


For the Railroads


For O.R.C. & B.