

MEMORANDUM OF AGREEMENT

This Agreement entered into this twenty-fifth day of January, 1944, by and between the carriers listed in Appendix (A), attached hereto and made a part hereof, represented by the duly authorized Western Carriers Conference Committee signatory hereto, as party of the first part, and the Locomotive Engineers of said carriers, as respectively indicated by said Appendix (A), and represented by the Brotherhood of Locomotive Engineers signatory hereto by its duly authorized Assistant Grand Chief Engineer, and Temporary Assistant Grand Chief Engineer, as parties of the second part.

WITNESSETH:

WHEREAS, certain proposals on behalf of the classes of employees hereinbefore referred to were served on the carriers parties hereto by the Brotherhood of Locomotive Engineers which led to proceedings before the National Mediation Board, docketed as Mediation Case A-978; and

WHEREAS, a hearing was conducted by a President's Emergency Board and said Board on or about May 21, 1943, filed its Report together with its Findings and Recommendations with the President of the United States; and

WHEREAS, the parties have conferred with respect to said proposals, and said Emergency Board Report of May 21, 1943; and

WHEREAS, the parties have agreed on rates covering steam, electric and Diesel-electric locomotives;

NOW THEREFORE it is mutually agreed:

1. To put into effect, subject to requisite governmental approval and upon such approval being obtained, rates for Engineers for steam, electric and Diesel-electric locomotives as specifically set out in Appendix (B), attached hereto and made a part hereof.

2. (a) Existing rates of pay which are higher than those herein provided shall not be reduced. If a rate higher than that provided by this agreement is in effect by reason of some special agreement with individual carriers such higher rate shall continue to be paid but need not be increased except as provided in paragraph (b) hereof.

(b) Existing differentials for divisions or portions thereof; or mountain or desert territory as compared with valley territory, whether expressed in the rates or in constructive mileage allowances, shall be preserved.

(c) Except as specifically provided herein, this agreement does not modify or supersede existing agreements covering rates of pay, rules and working conditions of Locomotive Engineers.

3. In the application of this agreement it is understood that the existing duties and responsibilities of engineers will not be assigned to others. It is further understood that a second engineer is not required in multiple-unit service where the engineer operates the locomotive from one cab with one set of controls.

4. In so far as the rates of pay provided for in this agreement depend upon the approval of any individual or governmental agency before becoming effective under the Stabilization Program, the parties hereto agree to join in such submission as may be necessary or desirable to seek the requisite approval of the appropriate individual or governmental agency. It is understood and agreed, however, that such rates of pay are not valid and binding unless and until such requisite approval has first been obtained. In the event of such approval, this agreement shall become effective on the first day of the pay roll period following the date of final approval by the appropriate individual or governmental agency. Upon such final approval being forthcoming, the effective date so determined shall be automatically inserted as the effective date of this agreement without further action of the parties hereto. (*)

5. This agreement is subject to approval of the courts with respect to such of the carriers, parties hereto, as are in the hands of Receivers or Trustees.

6. This agreement is in full settlement of the second party's proposals and the questions covered by Mediation Case A-978, and shall continue in effect, subject to change under the provisions of the Railway Labor Act as amended.

FOR THE PARTICIPATING CARRIERS LISTED IN APPENDIX (A):

D. P. LOOMIS

Chairman

Western Carriers Conference Committee

A. L. COEY

R. C. WHITE

H. H. URBACH

J. G. McLEAN

S. C. KIRKPATRICK

C. R. YOUNG

FOR THE PARTICIPATING ORGANIZATION OF EMPLOYEES:

J. P. SHIELDS

Assistant Grand Chief Engineer

Brotherhood of Locomotive Engineers

J. McGUIRE

Temp. Assistant Grand Chief Engineer

Brotherhood of Locomotive Engineers

Signed at Chicago, Illinois
January 25, 1944

(*) Requisite governmental approval of the rates of pay provided for in this agreement having been obtained effective March 22, 1944, this agreement becomes effective April 1, 1944.

MEMORANDUM

Chicago, Illinois, January 25, 1944

Referring to agreement signed at Chicago this date between the Brotherhood of Locomotive Engineers and the Western Carriers Conference Committee:

This will confirm our understanding that any pending claims for the employment of a second engineer in multiple-unit Diesel-electric service, except those covering conditions where employees other than engineers were handling the operating controls of any of the units, are hereby withdrawn.

J. P. SHIELDS
Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers

D. P. LOOMIS
Chairman
Western Carriers Conference
Committee

J. McGUIRE
Temp. Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers

MEMORANDUM

Chicago, Illinois, January 25, 1944

Referring to agreement, signed at Chicago this date, between the Brotherhood of Locomotive Engineers and the Western Carriers Conference Committee:

This will confirm our understanding that any dispute or controversy arising out of the interpretation or application of any of the provisions of said agreement may be referred by either the carrier or representative of the employees concerned to a committee, the carrier members of which shall be the members of the Western Carriers Conference Committee signatories hereto or their representatives; and the Brotherhood members of which shall be the Grand Chief Engineer or his duly authorized representative together with not less than eight General Chairmen. Interpretation or application agreed upon by such committee shall be final and binding upon the parties to such dispute or controversy.

This provision is not intended to prohibit the parties from filing claims with the National Railroad Adjustment Board in the manner provided in the Railway Labor Act as amended, but if the committee provided for herein agrees upon an interpretation or application of the affected provisions of the agreement, such claims shall be withdrawn and settled in accordance with the decision of the committee.

J. P. SHIELDS
Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers

D. P. LOOMIS
Chairman
Western Carriers Conference
Committee

J. McGUIRE
Temp. Assistant Grand Chief Engineer
Brotherhood of Locomotive Engineers