

AGREEMENT

This Agreement made as of the twenty-seventh day of December, 1943, at Washington, D. C., by and between the participating carriers listed in Exhibits "A", "B", and "C", as shown in Appendix of the Emergency Board's Report, dated September 25, 1943, and the two railroad labor organizations, signatory hereto, acting for the employees shown and described in said exhibits as being represented by them, WITNESSETH:

WHEREAS, on September 25, 1943, the Emergency Board, appointed May 31, 1943 pursuant to the Railway Labor Act and Executive Orders 9172 and 9299, filed its Report with the President of the United States recommending that the employees covered by said report receive an increase of 32 cents per minimum basic day or 4 cents per hour, to become effective as of April 1, 1943, which recommendation was not disapproved by the Director of the Office of Economic Stabilization, and has been put into operation by the carriers, parties to this agreement, as set forth in Appendix "A", attached hereto and made a part hereof,

IT IS HEREBY AGREED:

Section 1 - That the increase of 32 cents per minimum basic day or 4 cents per hour, referred to hereinabove as recommended by the Emergency Board, effective as of April 1, 1943, is hereby ratified.

WHEREAS, on the twenty-seventh day of December, 1943, after the carriers and the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen had declared their willingness to have the unsettled issues between them determined by the President of the United States in accordance with the law, and that they would abide by his decision, the President issued his award, as follows:

"STATEMENT BY THE PRESIDENT

"After a conference with representatives of the Carriers and the Brotherhoods, and after hearing from the parties to the controversies the statement of the issues upon which they have been unable to reach a decision, it was agreed by the carriers and the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen that the issues should be determined by me in accordance with the law and that they would abide by my decision.

"1. By action of the Stacy Emergency Board, there was awarded to the employees an increase of four cents per hour, which was not disapproved by the Stabilization Director and is now being paid the employees.

"2. The employees ask for an additional increase in wages based upon claims not presented to or considered by the Stacy Board or the Stabilization Director.

"3. They ask for the payment of time and half for time worked in excess of forty hours per week. The Fair Labor Standards Act contains a provision excluding employees of railroads from the provisions of the Act.

"Last May I announced that I believed railroad employees should be paid time and half for time worked in excess of forty hours per week as practically all other employees are paid. This can be accomplished either by Congress repealing the exemption provision or by agreement of the employers and employees. I think it should be done by agreement.

"It has also been represented that as to a large proportion of the operating employees the exigencies of the railroad service and questions in respect of existing rules and practices create practical and administrative difficulties in the application of a strict over-time requirement. It was also represented that payment of time and half to some and not regularly to all would create discriminations.

"It also has been represented that by reason of the character of their work, these employees necessarily incur heavier expenses when away from home.

"After consideration of these representations, I determine that five cents per hour effective immediately shall be paid as the equivalent of or in lieu of claims for time and half pay for time over 40 hours and for expenses while away from home.

"4. Among the issues presented to me was the claim for vacation pay.

"I determine that employees shall be entitled to a vacation of one week a year with pay at the basic hourly rate of employment.

"5. I further determine that the increases in pay above recited shall be paid until proclamation by the President or Declaration by the Congress of the cessation of hostilities; and that the agreement now arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated to seek a change in the agreement which is now made.

"I am advised by the Economic Stabilization Director that the foregoing determinations are in conformity with the national stabilization program."

**Section 2 - The parties hereto hereby accept the award of the President of the United States.**

The signatory parties, or their representatives, will meet on a date, mutually acceptable to both parties, after January 1, 1944 to negotiate as to certain details of its application.

If such negotiations do not result in agreement, the matters unsettled will be referred to the President of the United States for determination.

Section 3 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 4 - This agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and its railroad employees represented by the respective organizations, signatory hereto.

SIGNED AT WASHINGTON, D. C., this TWENTY-NINTH DAY OF DECEMBER, 1943.

For the participating carriers listed in Exhibit "A":

/s/ D.P. Loomis  
Chairman

/s/ F.W. Green

/s/ J.Y. McLean

/s/ J.G. Torian (w)

For the participating carriers listed in Exhibit "B":

/s/ H.A. Enochs  
Chairman

/s/ C.W. Van Horn

/s/ C.A. Gill

/s/ G.J. Ray

/s/ J.W. Smith

/s/ L.W. Horning

For the participating carriers listed in Exhibit "C":

/s/ J.B. Parrish  
Chairman

/s/ L.L. Morton

/s/ N.H. Lessiter

/s/ C.S. Cannon

/s/ R.V. Halsey

For the employees represented by the participating labor organizations:

Brotherhood of Locomotive Engineers

By /s/ A. Johnston  
Grand Chief Engineer

Brotherhood of Railroad Trainmen

By /s/ A. F. Whitney  
President

EFFECTIVE APRIL 1, 1943, AN INCREASE OF THIRTY-TWO CENTS (32¢) PER DAY IN THE RATES OF PAY OF EMPLOYEES COVERED BY EXHIBITS "A", "B" AND "C" AS SHOWN IN APPENDIX OF THE EMERGENCY BOARD'S REPORT DATED SEPTEMBER 25, 1943, SHALL BE MADE IN THE FOLLOWING MANNER:

General

1.
  - (a) All basic daily rates of pay will be increased in the amount of thirty-two cents (32¢) per day.
  - (b) 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.
  - (c) Daily earnings minima shall be increased thirty-two cents (32¢).
  - (d) All arbitraries, miscellaneous rates, or special allowances as provided in the schedules or wage agreements shall be increased in proportion to the daily increase herein provided.
  - (e) Existing money differentials above existing standard daily rates shall be maintained.

Train Service

2.
  - (a) Standard monthly rates and money monthly guarantees in passenger service shall be thirty (30) times the new standard daily rate. Other than standard monthly rates and money monthly guarantees shall be so adjusted that differentials existing as of March 31, 1943, shall be preserved.
  - (b) 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.

Engine Service

3. In local freight service the same differential in excess of through freight rates as now paid shall be maintained.

Dining Car Employees

4. All monthly rates shall be increased \$9.60.

Yardmasters

5. All monthly rates shall be increased \$9.60.

6. All increases provided for in the foregoing paragraphs 1 to 5, both inclusive, shall be effective as of April 1, 1943.