

## NATIONAL MEDIATION BOARD

WASHINGTON

GEORGE A. COOK, CHAIRMAN

OTTO S. BEYER

DAVID J. LEWIS

ROBERT F. COLE, SECRETARY

MEDIATION AGREEMENT

In settlement of differences as set forth in an Application for Mediation dated January 15, 1941, and described in National Mediation Board Docket Case No. A-905, and under the provisions of the Railway Labor Act, it is mutually agreed that the proposals submitted by the General Grievance Committees of the Brotherhood of Locomotive Firemen and Enginemen, namely:

"1. Only promotable men will be employed for service as locomotive firemen or for service as helpers on other than steam power.

"2. When new runs or jobs are established in any service, only promotable firemen or helpers will be assigned to them.

"3. When permanent vacancies occur on established runs or jobs in any service, only promotable firemen or helpers will be assigned to them.

"4. It is understood that promotable firemen or helpers on other than steam power are those who are in line for promotion under the present rules and practices to the position of locomotive engineer."

to the following carriers:

Atlantic Coast Line Railway Company  
 Atlanta & West Point Railroad Company and Western Railway of  
 Alabama  
 Atlanta Joint Terminals  
 Central of Georgia Railway Company  
 Georgia Railroad  
 Jacksonville Terminal Company  
 Louisville & Nashville Railroad Company  
 Norfolk & Portsmouth Belt Line Railroad Company  
 Norfolk Southern Railroad Company  
 St. Louis-San Francisco Railway Company  
 Seaboard Air Line Railway Company  
 Southern Railway Company (including State University Railroad Company  
 and Northern Alabama Railway Company)  
 The Cincinnati, New Orleans and Texas Pacific Railway Company  
 The Alabama Great Southern Railroad Company (including Woodstock and  
 Blocton Railway Company and Belt Railway Company of  
 Chattanooga)  
 New Orleans and Northeastern Railroad Company  
 New Orleans Terminal Company  
 Georgia Southern and Florida Railway Company  
 St. Johns River Terminal Company  
 Harriman and Northeastern Railroad Company  
 Cincinnati, Burnside and Cumberland River Railway Company  
 Tennessee Central Railway Company

which carriers, for the purpose of this mediation, were represented by the Southeastern Carriers' Conference Committee, is disposed of by the agreement of the parties attached hereto, effective February 22, 1941.

Signed at Washington, D. C. this 18th day of February, 1941.

For the Carriers;

For the Employees:

SOUTHEASTERN CARRIERS' CONFERENCE  
COMMITTEE

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEMEN

C. M. Mackay  
Chairman

D. B. Robertson  
President

C. M. Mackay  
T. H. Benton

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEMEN'S COMMITTEE

W. M. McCallister  
Chairman

E. E. Sweeney

H. W. Wainman Per Office  
Committee Members

WITNESSED:

George A. Cook  
Chairman, National Mediation Board

W. H. Meyer  
Member, National Mediation Board



AGREEMENT

between

THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE  
representing the  
Atlantic Coast Line Railway Company  
Atlanta & West Point Railroad Company and Western Railway of  
Alabama  
Atlanta Joint Terminals  
Central of Georgia Railway Company  
Georgia Railroad  
Jacksonville Terminal Company  
Louisville & Nashville Railroad Company  
Norfolk & Portsmouth Belt Line Railroad Company  
Norfolk Southern Railroad Company  
St. Louis- San Francisco Railway Company  
Seaboard Air Line Railway Company  
Southern Railway Company (including State University Railroad  
Company and Northern Alabama Railway Company)  
The Cincinnati, New Orleans and Texas Pacific Railway Company  
The Alabama Great Southern Railroad Company (including  
Woodstock and Blocton Railway Company and Belt Railway  
Company of Chattanooga)  
New Orleans and Northeastern Railroad Company  
New Orleans Terminal Company  
Georgia Southern and Florida Railway Company  
St. Johns River Terminal Company  
Harriman and Northeastern Railroad Company  
Cincinnati, Burnside and Cumberland River Railway Company  
Tennessee Central Railway Company

and the

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

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(1) On each railroad party hereto the proportion of non-promotable firemen, and helpers on other than steam power, shall not exceed fifty per cent in each class of service established as such on each individual carrier. This agreement does not sanction the employment of non-promotable men on any seniority district on which non-promotable men are not now employed.

(2) The above percentage shall be reached as follows:

(a) Until such percentage is reached on any seniority district only promotable men will be hired.

(b) Until such percentage is reached on any seniority district all new runs and all vacancies created by death, dismissal, resignation or disqualification shall be filled by promotable men. A change in the starting time of the same run or job will not be considered as constituting a new run.

(3) Except as provided in items (2) (a) and (2) (b) men now holding seniority as firemen, or helpers on other than steam power, shall be permitted to exercise seniority in accordance with their seniority and the rules of their respective schedules.

(4) It is understood that promotable firemen, or helpers on other than steam power, are those who are in line for promotion under the present rules and practices to the position of locomotive engineer.

(5) It is understood and agreed that on any road having, in the opinion of its B. of L. F. & E. Committee, more favorable rules or conditions than above stipulated, such rules and conditions may at the option of such committee be retained in lieu of the above provisions.

(6) All persons hereafter hired as firemen shall be required, in addition to showing, in the opinion of management, reasonable proficiency, to take within stated periods to be fixed by management, but in no event to extend over a period of more than three years, two examinations to be prepared by management and to be applied to all alike to test their qualifications as firemen. A fireman failing to pass either examination shall have a second trial within three months.

Firemen hereafter hired declining to take or failing to pass either of the examinations provided for in the preceding paragraph shall be dropped from the service.

Promotable firemen who pass the two examinations above referred to shall be required to take an examination for promotion to the position of engineer when they have had three and not more than four years of actual service. Upon passing such promotional examination and meeting all the requirements established by the carrier for the position of engineer, they shall, when there is need for additional engineers, be promoted to such position, and will establish a seniority date as engineer in accordance with the rules contained in the agreements on the individual railroads.

When rules for conduct of examinations for promotion are included in current schedules, such rules shall apply. In the absence of such rules firemen failing to pass will be given a second trial within a period of three months and if they fail to pass on the second trial will be given a third trial within a period of three months.

Promotable firemen declining to take examinations for promotion, or who fail in their efforts to successfully pass the same, shall be dropped from the service.

All promotable firemen now in the service physically qualified, who have not heretofore been called for examination for promotion, or who have not waived promotion, shall be called in their turn for promotion. When so called should they decline to take such examination for promotion or fail to pass as herein provided, they shall be dropped from the service.

(7) It is expressly understood that in making this agreement representatives of the employees do not waive and are in no way prejudiced in the right

to request agreements on the individual carriers here represented which will restrict the employment of helpers on other than steam power to promotable men; and it is agreed that this question is to be negotiated to a conclusion with the individual carriers.

(8) This agreement shall become effective February 22, 1941.

Signed at Washington, D. C., this 18th day of February, 1941.

For the Carriers:

SOUTHEASTERN CARRIERS' CONFERENCE  
COMMITTEE

C. C. Carver  
Chairman

C. C. Carver

J. H. Burton

E. E. Sison

H. W. ...

Committee Members

For the Employees:

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEERS

D. B. Robertson  
President

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEERS' COMMITTEE

C. C. ...  
Chairman