

MEMORANDUM OF AGREEMENT

This agreement is entered into between the carriers listed in Appendices "A", "B", and "C" attached hereto and made a part hereof, represented by the duly authorized Joint Conference Committee signatory hereto, as party of the first part, and the employes of said carriers, covered herein and represented by the Brotherhood of Locomotive Firemen and Enginemen signatory hereto by its duly authorized General Chairmen and International President, as party of the second part, and, so far as necessary to carry out the provisions hereof, it is also to be construed as a separate agreement by and between and in behalf of each of said carriers and its firemen.

The signatories hereto have been respectively duly authorized as aforesaid to negotiate to a conclusion the request of said party of the second part, as set forth in their letter of October 31, 1936, reading as follows:

"In accordance with the provisions of the Railway Labor Act, as amended, and our present agreement governing wages and working conditions of locomotive firemen, helpers, hostlers, and outside hostler helpers, you will please accept this as formal notice of a desire to change the said agreement to the extent of including Articles 1 and 2 set forth in the following proposition:

"Art. 1. A fireman (helper) taken from the ranks of the firemen shall be employed on all types of power used in road, yard, or any other class of service.

"Art. 2. Rates of pay and working conditions applicable to firemen employed on coal-burning locomotives shall apply to men employed under Article 1; except where higher rates or more favorable working conditions exist, in which event such higher rates and more favorable working conditions shall apply.

"A written acknowledgment will be appreciated and a conference for the purpose of discussing the foregoing proposition within thirty (30) days from the date of this notice is respectfully requested.

"For your information will say that similar notice is being served upon railroads in the United States on October 31, 1936. Hope is expressed that the foregoing proposition will receive your favorable consideration, but should conferences fail, it is respectfully suggested that you join with other railroads in the United States in authorizing a committee representing the railroads to meet with a committee representing the employes involved on the same railroads for the purpose of undertaking to negotiate a joint agreement covering the proposition herein submitted."

The signatories hereto, as the result of negotiations, hereby agree:

I. Effective March 15, 1937, except as defined in Section III, a fireman (helper), taken from the ranks of the firemen, shall be employed on the following locomotives used in road or yard service:

(a) Diesel-electric, oil-electric, gas-electric, other internal combustion, or steam-electric, on stream-lined, or main line through passenger trains.

NOTE—The term "main line through passenger trains" includes only trains which make few or no stops.

(b) Diesel-electric, oil-electric, gas-electric, other internal combustion, steam-electric, or electric, of more than 90,000 pounds weight on drivers.

II.(a) Rates of pay applicable to steam locomotives shall apply to firemen (helpers) employed as a result of Section I (a) hereof, on Diesel-electric, oil-electric, gas-electric, other internal combustion, or steam-electric, locomotives, on stream-lined, or main line through passenger trains. On railroads operating both coal-burning and oil-burning locomotives, the coal-burning rate will be paid; on railroads operating only oil-burning locomotives, the oil-burning rate will be paid; on railroads operating only coal-burning locomotives, the coal-burning rate will be paid.

- (b) Rates of pay for helpers on electric locomotives, as set forth in individual schedules, shall apply to firemen (helpers) in all other road service, and yard and transfer service, employed as a result of Section I (b) hereof. In the absence of such provisions in individual schedules, the rates of pay for helpers on electric locomotives in the respective territories shall apply.

III. The term "locomotives", as used in Section I, does not include any of the following:

- (a) Electric car service, operated in single or multiple units. This service is definitely excluded from the terms of this agreement.
- (b) Gasoline, Diesel-electric, gas-electric, oil-electric, or other rail motor cars, which are self-propelled units (sometimes handling additional cars) but distinguished from locomotives in having facilities for revenue lading or passengers in the motor car; except that new rail motor cars installed after the effective date of this agreement which weigh more than 90,000 pounds on drivers shall be considered "locomotives" under Section I (b).

If the power plants of existing rail motor cars be made more powerful by alteration, renewal, replacement, or any other method, to the extent that more trailing units can be pulled than could have been pulled with the power plants which were in the rail motor cars on the effective date hereof, such motor cars, if then weighing more than 90,000 pounds on drivers shall be considered "locomotives", as provided under Section I (b).

- (c) Self-propelled machines used in maintenance of way, maintenance of equipment, stores department, and construction work, such as locomotive cranes, ditchers, clam-shells, pile-drivers, scarifiers, wrecking derricks, weed burners, and other self-propelled equipment or machines. This will not prejudice local handling on individual railroads where disputes arise as to whether or not the character of work performed by these devices constitutes road or yard engine service.

IV. Existing agreements between any individual railroad and its employes covering any of the subject matters of this agreement, and which are considered by the employes to be more favorable shall remain unchanged.

V. Except as specifically provided herein, this agreement does not modify or supersede existing agreements covering rates of pay, rules, and working conditions of locomotive firemen, hostlers, and outside hostler helpers.

VI. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the members of the Joint Conference Committee signatories hereto, or their successors; and the Brotherhood members of which shall be the International President, or his representative, or successor, together with nine general chairmen selected by the Brotherhood from the railroads, parties to this agreement. Interpretation or application agreed upon by such committee shall be final and binding upon the parties to such dispute or controversy.

This Section is not intended by the parties as a waiver of any of their rights covered in the Railway Labor Act as amended in the event committee provided in this Section fails to dispose of any dispute or controversy.

VII. The settlement of any claims that may now be pending, or may arise in the future touching the subject matters of this agreement, shall not in any case cover any period of time prior to the effective date of this agreement.

VIII. This agreement shall continue in effect for a period of one year and thereafter, subject to change under the provisions of the Railway Labor Act as amended.

For the participating carriers listed in Appendix "A":

H. A. ENOCHS,
C. W. GALLOWAY,
JNO. G. WALBER.

For the participating carriers listed in Appendix "B":

WILLIAM ATWILL,
F. G. GURLEY,
J. G. TORIAN.

For the participating carriers listed in Appendix "C":

H. A. BENTON,
J. B. PARRISH,
H. D. POLLARD, JR.

For the participating Carriers:

H. A. ENOCHS,
Chairman, Joint Conference Committee.

For the participating organization of employees:

D. B. ROBERTSON,
International President, Brotherhood of
Locomotive Firemen and Enginemen.
T. P. GORMAN,
Acting Chairman, Association of General
Grievance Committees District No. 1.
A. B. MILLER,
Chairman, Association of General
Grievance Committees District No. 2.
H. H. BURNETT,
Chairman, Association of General
Grievance Committees District No. 3

Signed at Chicago, Ill.,
February 28, 1937.

APPENDIX "A" TO AGREEMENT OF FEBRUARY 28, 1937

T OF RAILROADS IN THE EASTERN TERRITORY PARTIES TO THE AGREEMENT DATED FEBRUARY 28, 1937 BETWEEN JOINT CONFERENCE COMMITTEE

and

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

Ann Arbor Railroad Company, The
Baltimore & Ohio Railroad Company, The
Bessemer & Lake Erie Railroad Company
Boston & Maine Railroad
Canadian National Lines in New England
United States & Canada Railroad Company
Champlain & St. Lawrence Railroad Company
Vermont & Province Line Railroad
Canadian National Lines—Niagara Frontier, New York
St. Clair Tunnel Company
Central Railroad Company of New Jersey, The
Central Vermont Railway, Inc.
Cincinnati Union Terminal Company, The
Delaware, Lackawanna & Western Railroad Company, The
Detroit & Toledo Shore Line Railroad Company, The
Erie Railroad Company
Chicago & Erie Railroad Company
New York, Susquehanna & Western Railroad Company
•Wilkes Barre & Eastern Railroad
Grand Trunk Western Railroad Company
Indianapolis Union Railway Company, The
Lehigh Valley Railroad Company
Maine Central Railroad Company
Portland Terminal Company

Monongahela Railway Company, The
New York Central Railroad Company, The, and all Leased
Lines (Boston & Albany Railroad; Cleveland, Cincinnati, Chicago & St. Louis Railway; and, Michigan Central Railroad)
Chicago River & Indiana Railroad Company
Chicago Junction Railway
Indiana Harbor Belt Railroad Company
Pittsburgh & Lake Erie Railroad Company, The
Lake Erie & Eastern Railroad Company, The
New York, Chicago & St. Louis Railroad Company, The
New York, New Haven & Hartford Railroad Company,
Debtor, The
Pennsylvania Railroad Company, The
Long Island Railroad Company, The
Pennsylvania-Reading Seashore Lines
Pere Marquette Railway Company
Pittsburgh & West Virginia Railway Company, The
Reading Company
Rutland Railroad Company
Staten Island Rapid Transit Railway Company, The
Toledo Terminal Railroad Company, The
Washington Terminal Company, The

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FE—Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX "B" TO AGREEMENT OF FEBRUARY 28, 1937

**LIST OF RAILROADS IN THE WESTERN TERRITORY PARTIES TO THE AGREEMENT DATED
FEBRUARY 28, 1937, BETWEEN JOINT CONFERENCE COMMITTEE**

and

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS

Alton and Southern Railroad	Kansas City Southern Railway Company, The
St. Louis and Ohio River Railroad	Manufacturers Railway Company (St. Louis)
Alton Railroad Company, The	Minneapolis, St. Paul & Sault Ste. Marie Railway Company
Achison, Topeka and Santa Fe Railway Company, The	Duluth, South Shore & Atlantic Railway Company
Gulf, Colorado and Santa Fe Railway Company	Mineral Range Railroad Company
Panhandle and Santa Fe Railway Company	Minnesota Transfer Railway Company, The
Baltimore & Ohio Chicago Terminal Railroad Company, The	Missouri-Kansas-Texas Railroad Company, The
Belt Railway Company of Chicago, The	Missouri-Kansas-Texas Railroad Company of Texas, The
Burlington-Rock Island Railroad Company	Missouri-Pacific Railroad Company
Chicago & Eastern Illinois Railway Company	Missouri-Illinois Railroad Company
Chicago & Illinois Midland Railway Company	Northern Pacific Railway Company
Chicago & North Western Railway Company	Northwestern Pacific Railroad Company
Chicago & Western Indiana Railroad Company	Ogden Union Railway & Depot Company
Chicago, Burlington & Quincy Railroad Company	Peoria & Pekin Union Railway Company
Chicago Great Western Railroad Company	St. Louis-San Francisco Railway Company
Chicago, Milwaukee, St. Paul & Pacific Railroad Company	St. Louis, San Francisco and Texas Railway Company
Chicago, Rock Island and Pacific Railway Company, The	Fort Worth & Rio Grande Railway Company
Chicago, Rock Island and Gulf Railway Company, The	Birmingham Belt Railroad Company
Peoria Terminal Company	St. Louis Southwestern Railway Company
Chicago, Saint Paul, Minneapolis and Omaha Railway Company	St. Louis Southwestern Railway Company of Texas
Colorado & Southern Railway Company, The	Sioux City Terminal Railway Company
Denver & Rio Grande Western Railroad Company	South Omaha Terminal Railway Company
Des Moines Union Railway Company	Southern Pacific Company (Pacific Lines)
Elgin, Joliet and Eastern Railway Company	Spokane, Portland and Seattle Railway Company
Fort Worth and Denver City Railway Company	Oregon Trunk Railway Company
Wichita Valley Railway Company, The	Oregon Electric Railway Company
Great Northern Railway Company	United Railways Company
Gulf Coast Lines	Terminal Railroad Association of St. Louis
New Orleans, Texas & Mexico Railway Company	Texas and New Orleans Railroad Company
Beaumont, Sour Lake & Western Railway Company	Texas & Pacific Railway Company, The
Orange & Northwestern Railroad Company, The	Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans
St. Louis, Brownsville & Mexico Railway Company, The	Union Pacific Railroad Company
San Antonio, Uvalde & Gulf Railroad Company	Union Railway Company (Memphis)
International-Great Northern Railroad Company	Wabash Railway Company
Illinois Central Railroad Company	Western Pacific Railroad Company, The
Yazoo & Mississippi Valley Railway Company, The	
Gulf & Ship Island Railroad Company	

NOTE—Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX "C" TO AGREEMENT OF FEBRUARY 28, 1937

**LIST OF RAILROADS IN THE SOUTHEASTERN TERRITORY PARTIES TO THE AGREEMENT
DATED FEBRUARY 28, 1937 BETWEEN JOINT CONFERENCE COMMITTEE**

and

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS

Central of Georgia Railway Company	Norfolk & Portsmouth Belt Line Railroad Company
Chesapeake and Ohio Railway Company	Richmond, Fredericksburg & Potomac Railroad Company
Kentucky and Indiana Terminal Railroad Company	Seaboard Air Line Railway Company
Norfolk and Western Railway Company	Tennessee Central Railway Company

NOTE—Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.