

AGREEMENTS
and
MEMORANDUM OF UNDERSTANDING

DATED NOVEMBER 2, 1950

**BETWEEN CERTAIN EASTERN, WESTERN
AND SOUTHEASTERN CARRIERS**

and their

**EMPLOYEES REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA**

_____ : _____

Consisting of

1. Interim Agreement Page 1
2. Agreement "B" Page 10
3. Agreement "A" Page 12
4. Memorandum of Understanding Page 24

RYA
Interim

I N T E R I M A G R E E M E N T

This agreement made this second day of November, 1950 by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof, and represented by the EASTERN, WESTERN, and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employees shown thereon represented by the RAILROAD YARDMASTERS OF AMERICA, through its Conference Committee, witnesseth:

IT IS AGREED:

Note: The term "Yardmaster" as used in this agreement shall include all employees subject to this agreement.

ARTICLE 1 - BASIC RATES OF PAY

Effective October 1, 1950:

(a) Basic monthly rates of pay of Yardmasters shall be reduced one-sixth and wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of 200 hours per month.

(b) Rates of pay resulting from the adjustment provided for in paragraph (a) hereof shall then be increased \$36.00 per month and, in consideration of other provisions of this agreement, shall be further increased \$10.00 per month, which adjusted rate shall cover 5 days of work per week.

(c) There shall be no change in agreement rules covering working conditions, except -

(1) For the sixth day of work in the week the Yardmaster shall receive an additional day's pay at the straight-time rate.

(2) The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.

(3) The straight-time hourly rate shall be determined by dividing the monthly rate by 174.

(d) Present rules and practices governing the number of days per week in Yardmaster assignments and number of paid vacation days shall not be changed during the life of this Interim Agreement.

ARTICLE 2 - COST-OF-LIVING ADJUSTMENT

(a) A cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income

Families for Large Cities Combined" - "All Items" (1935-1939 = 100) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. For the purpose of this computation an arbitrary base index of 174.0 is agreed to. The cost-of-living adjustment as hereinafter provided shall be made commencing January 1, 1951 and each three months thereafter based on the BLS Consumers' Price Index as of November 15, 1950 and the BLS Consumers' Price Index each third month thereafter as illustrated by the following table:

<u>BLS Consumers' Price Index as of:</u>	<u>Effective date of adjustment - First pay period on or after:</u>
November 15, 1950	January 1, 1951
February 15, 1951	April 1, 1951
May 15, 1951	July 1, 1951
August 15, 1951	October 1, 1951
November 15, 1951	January 1, 1952
February 15, 1952	April 1, 1952
May 15, 1952	July 1, 1952
August 15, 1952	October 1, 1952
November 15, 1952	January 1, 1953
February 15, 1953	April 1, 1953
May 15, 1953	July 1, 1953

(b) The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment, as provided for in paragraph (a).

(c) Wage rates in effect October 1, 1950 will not be reduced during the period of this agreement. However, such basic rates are subject to a cost-of-living adjustment which, if any, shall be added to the basic rates in effect October 1, 1950 in accordance with the following table; adjustments to be made on the dates specified in paragraph (a):

<u>BLS Consumers' Price Index</u>	<u>Cost-of-living allowance</u>
174.0 and less than 175.0	None
175.0 and less than 176.0	\$2.00 per month
176.0 and less than 177.0	\$4.00 per month
177.0 and less than 178.0	\$6.00 per month
178.0 and less than 179.0	\$8.00 per month
179.0 and less than 180.0	\$10.00 per month
180.0 and less than 181.0	\$12.00 per month

and so forth, with corresponding \$2.00 adjustment for each 1 point change in the index. The initial allowance of \$2.00 made when the index reaches 175.0 will not be eliminated unless the index reaches 174.0 or less.

Examples:

If the BLS Consumers' Price Index as of November 15, 1950 should be 175.0 and less than 176.0, \$2.00 per month shall be added effective January 1, 1951 as a cost-of-living adjustment;

- 3 -

if such index as of February 15, 1951 should be 174.0 or less, then effective April 1, 1951 the cost-of-living adjustment which may have been established under this example will be eliminated.

If the BLS Consumers' Price Index as of November 15, 1950 should be 176.0 and less than 177.0, \$4.00 per month shall be added effective January 1, 1951 as a cost-of-living adjustment; if such index as of February 15, 1951 should be 175.0 and less than 176.0, then effective April 1, 1951 the cost-of-living adjustment established under this example will be reduced to \$2.00 per month.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (a), the cost-of-living adjustment will not become effective until the first pay period after release of the index.

(e) No adjustments, retroactive or otherwise, shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for August 15, 1950, except that, if the Bureau of Labor Statistics, U. S. Department of Labor, should during the effective period of this agreement revise or change the methods or basic data used in calculating the BLS Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for August 15, 1950, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index of 174.0, described in paragraph (a) hereof, and the several indexes listed in paragraph (c) hereof.

In the event the cost-of-living adjustment is discontinued under the provisions of Article 2, paragraph (f), rates in effect October 1, 1950 shall be restored effective with the next adjustment date as specified in paragraph (a) and either party shall be free to serve a notice for changes in rates of pay.

(g) The parties agree that this Article 2 shall remain in effect for a period of three years or until September 30, 1953, and thereafter subject to change under the provisions of the Railway Labor Act as amended.

ARTICLE 3 - COURT APPROVAL

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

ARTICLE 4 - MORATORIUM

No proposals for changes in rates of pay, rules or working conditions will be initiated or progressed by the employees against any carrier or by any carrier against its employees, parties hereto, within a period of three years from October 1, 1950, except such proposals for changes in rules or working conditions which may have been initiated prior to June 1, 1950.

ARTICLE 5 - FULL AND FINAL SETTLEMENT

This Interim Agreement, effective October 1, 1950, is during its life, as provided in agreement of this date identified as "AGREEMENT B", in full and final settlement of the dispute growing out of notices served by the employees, parties hereto, and by the carriers, parties hereto, on or about April 10, 1948, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE 6 - SEPARATE AGREEMENT

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the RAILROAD YARDMASTERS OF AMERICA, as heretofore stated.

SIGNED at WASHINGTON, D. C., this SECOND day of NOVEMBER, 1950.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

M. T. Fanning

CHAIRMAN

W. S. Schoch

CHAIRMAN

Frank Powell

Arnold Dickson

T. E. Jones

Ed Cox

J. W. Oram
B. J. Ferry

B. S. Bonell

W. W. Meyer

R. M. Semple

V. W. Smith

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

J. P. Seamus
CHAIRMAN

W. C. Anderson

E. G. Cannon

E. B. Herdman

W. J. Smith

J. W. [unclear]

J. Short

J. [unclear]

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

W. C. [unclear]
CHAIRMAN

W. A. Brown

F. K. Ray, Jr.

W. C. [unclear]

C. P. Hooker, Jr.

Exhibit A

Carriers represented by the Eastern Carriers' Conference Committee
as shown in Appendix "C" of Emergency Board Report No. 84, dated June 15, 1950

(Authority is co-extensive with Notices served and with the
Scope of Agreements as to Classes of Employees)

EASTERN RAILROADS

Baltimore & Ohio Railroad Company
B & O Chicago Terminal Railroad Company

Boston & Maine Railroad

Chesapeake & Ohio Railway Company
Pere Marquette District

Cleveland Union Terminals

Delaware, Lackawanna & Western Railroad

Pennsylvania Railroad Company

Pittsburgh, Chartiers & Youghiogeny Railway

Pittsburgh & Lake Erie

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FOR THE CARRIERS:

N. E. Jones

FOR THE EMPLOYEES:

W. G. Schuch
President
Railroad Yardmasters of America

Washington, D.C.
October 12, 1950

WESTERN RAILROADS

LIST OF CARRIERS AS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE-1948, AND THEIR EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA IN THE MATTER OF NOTICES DATED ON OR ABOUT APRIL 10, 1948, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS REQUESTING FORTY-EIGHT HOURS' PAY FOR FORTY HOURS' WORK, TIME AND ONE-HALF FOR SATURDAY SERVICE, DOUBLE TIME FOR SUNDAY AND HOLIDAY SERVICE, AND A GENERAL WAGE INCREASE OF TWENTY-FIVE CENTS PER HOUR, AS SPECIFIED IN SAID NOTICES; ALSO, THE CARRIERS' PROPOSALS WITH RESPECT TO THE SAME SUBJECT MATTER SERVED ON OR ABOUT APRIL 10, 1948, UPON THEIR EMPLOYEES REPRESENTED BY THAT ORGANIZATION.

(Authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.)

- 1 - Atchison, Topeka & Santa Fe Ry.
- 1 - Gulf, Colorado and Santa Fe Ry.
- 1 - Panhandle & Santa Fe Ry.
 - Chicago, Burlington & Quincy RR.
 - Chicago Great Western Ry.
- 1 - Chicago, Milwaukee, St. Paul & Pacific RR.
- 1 - Chicago, Terre Haute & Southeastern Ry.
 - Chicago, Rock Island & Pacific RR.
 - Denver & Rio Grande Western RR.
 - Fort Worth Belt Railway
 - Fort Worth & Denver City Ry.
 - Wichita Valley Railway
 - Kansas City Southern Ry.
 - Kansas City Terminal Ry.
 - Minneapolis & St. Louis Ry.
 - Railway Transfer Company - Minneapolis
 - Minneapolis, St. Paul & Sault Ste. Marie RR.
 - Minnesota Transfer Railway
- T - Missouri Pacific Railroad
- 2 - Northern Pacific Railway
 - Northern Pacific Terminal Co. of Oregon
 - Ogden Union Railway & Depot Co.
 - Port Terminal Railroad Association
 - St. Louis-San Francisco Ry.
 - St. Louis, San Francisco & Texas Ry.
 - Southern Pacific Co. (Pacific Lines)
 - Spokane, Portland & Seattle Ry.
 - Oregon Trunk Railway
 - Oregon Electric Railway
 - Terminal Railroad Association of St. Louis
 - Union Pacific Railroad
 - Wabash Railroad
 - Western Pacific Railroad

NOTES:


- 1 - Authorization does not include Agent-Yardmasters or Footboard Yardmasters.

2 - Authorization excludes General Yardmaster positions specified in Rule 1(B) of agreement effective March 1, 1945. This authorization includes General Yardmasters, Assistant General Yardmasters and Yardmasters employed by King Street Station covered by agreement between the Northern Pacific Railway and Railroad Yardmasters of America, effective March 1, 1945.

T - Trusteeship - subject to approval of court.

October 20, 1950

FOR THE CARRIERS:



FOR THE RAILROAD YARDMASTERS
OF AMERICA:



S O U T H E A S T E R N R A I L R O A D S

Which Have Authorized Their Representation by the
SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE - 1948

In Relation to
Y A R D M A S T E R S

EXHIBIT C

as Represented by
RAILROAD YARDMASTERS OF AMERICA

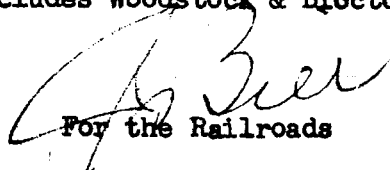
IN THE MATTER OF PROPOSALS FOR SO-CALLED 40-HOUR WEEK
WITH PAY THEREFOR ON BASIS OF 48 HOURS,
FOR TIME AND ONE-HALF FOR SERVICE PERFORMED ON SATURDAY,
FOR DOUBLE TIME FOR SERVICE PERFORMED ON SUNDAY AND HOLIDAYS,
AND FOR INCREASE IN RATES OF PAY
SUBMITTED ON BEHALF OF YARDMASTERS ON APRIL 10, 1948

and
PROPOSALS FOR REVISION AND/OR ELIMINATION OF CERTAIN RULES OR PRACTICES,
AND FOR CERTAIN ADDITIONAL RULES
SUBMITTED BY SUCH RAILROADS TO YARDMASTERS
BETWEEN APRIL 16 and MAY 7, 1948

Authority is co-extensive with the provisions of current schedule agreements.

- Atlantic Coast Line
- Chesapeake & Ohio (Chesapeake District)
- Clinchfield
- Florida East Coast (a)
- Gulf Mobile & Ohio - Northern Region
(East. & West. Divs. - formerly Alton R.R.)
- Jacksonville Terminal
- Kentucky & Indiana Terminal
- Louisville & Nashville
- Norfolk & Portsmouth Belt Line
- Norfolk Southern
- Richmond Fredericksburg & Potomac
Richmond Terminal
Potomac Yard
- Seaboard Air Line
- Southern Railway (b)
Alabama Great Southern (c)
Cincinnati New Orleans & Texas Pacific
Georgia Southern & Florida
New Orleans & Northeastern
New Orleans Terminal
- Virginian

- (a) In trusteeship. Any commitment on its behalf is subject to Court approval.
- (b) Includes State University R.R.
- (c) Includes Woodstock & Blocton Ry.


For the Railroads


For the R.R.Y. of A.

A G R E E M E N T "B"

The Agreement dated November 2, 1950, and identified as AGREEMENT "A", is hereby deferred of application and, effective October 1, 1950, an interim agreement, identified as "INTERIM AGREEMENT", is substituted in lieu thereof.

The "INTERIM AGREEMENT" will remain in effect from October 1, 1950 until September 30, 1951 and thereafter be subject to termination on not less than three (3) months' advance notice from the Railroad Yardmasters of America that it desires to place the five-day work week agreements in effect on a railroad system or systems but the parties agree that the carriers are entitled to have six and seven day service performed at straight-time rates with reasonable regularity, and if it is claimed that the manpower situation is such that the adoption of the five-day work week agreement would not permit this, the question of whether there is sufficient manpower available to permit the adoption of the five-day work week shall be submitted for final decision to Dr. John R. Steelman or such other person as he may designate.

Coincident with termination of such three (3) months' advance notice, but not earlier than January 1, 1952, and in conformity with the preceding paragraph, Agreement "A" will become fully effective on the railroad system or systems involved, whereupon this Agreement "B" and the Interim Agreement will cease to have any effect on such railroad system or systems except for the determination of rights arising under those agreements before Agreement "A" becomes fully effective.

SIGNED at WASHINGTON, D. C., this SECOND day of NOVEMBER, 1950.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE
RAILROAD YARDMASTERS OF AMERICA
YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

M. Forming

CHAIRMAN

W. G. Schoch

CHAIRMAN

Frank Grobel

D. W. Dickerson

J. E. Jones

Ed. ...

J. W. Oram

W. B. ...

[Signature]

W. D. Meyer

R. M. Semple

V. W. Smith

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

A. J. [unclear]
CHAIRMAN

McAnderson

E. [unclear]

C. B. Herdman

[unclear]

[unclear]

J. Short

[unclear]

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

[unclear]
CHAIRMAN

W. B. Brown

F. K. Layton

[unclear]

C. K. [unclear]

A G R E E M E N T "A"

This agreement made this second day of November, 1950, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof, and represented by the EASTERN, WESTERN, and SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employees shown thereon represented by the RAILROAD YARDMASTERS OF AMERICA, through its Conference Committee, witnesseth:

IT IS AGREED:

Note: The term "Yardmaster" as used in this agreement shall include all employees subject to this agreement.

ARTICLE 1 -- BASIC RATES OF PAY

Effective October 1, 1950:

(a) Basic monthly rates of pay of Yardmasters shall be reduced one-sixth and wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of 200 hours per month.

(b) Rates of pay resulting from the adjustment provided for in paragraph (a) hereof shall then be increased \$36.00 per month and, in consideration of other provisions of this agreement, shall be further increased \$10.00 per month, which adjusted rate shall cover 5 days of work per week.

(c) The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.

(d) The straight-time hourly rate shall be determined by dividing the monthly rate by 174.

ARTICLE 2 -- COST-OF-LIVING

(a) The cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income Families for Large Cities Combined" - "All Items" (1935-1939 = 100) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. For the purpose of this computation an arbitrary base index of 174.0 is agreed to. The cost-of-living adjustment as hereinafter provided shall be made commencing January 1, 1951 and each three months thereafter based on the BLS Consumers' Price Index as of November 15, 1950 and the BLS Consumers' Price Index each third month thereafter as illustrated by the following table:

- 2 -

<u>BLS Consumers' Price Index as of:</u>	<u>Effective date of adjustment - First pay period on or after:</u>
November 15, 1950	January 1, 1951
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(b) The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment, as provided for in paragraph (a).

(c) Wage rates in effect October 1, 1950 will not be reduced during the period of this agreement. However, such basic rates are subject to a cost-of-living adjustment which, if any, shall be added to the basic rates in effect October 1, 1950 in accordance with the following table; adjustments to be made on the dates specified in paragraph (a):

<u>BLS Consumers' Price Index</u>	<u>Cost-of-living allowance</u>
174.0 and less than 175.0	None
175.0 and less than 176.0	\$2.00 per month
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179.0 and less than 180.0	\$10.00 per month
180.0 and less than 181.0	\$12.00 per month

and so forth, with corresponding \$2.00 adjustment for each 1 point change in the index. The initial allowance of \$2.00 made when the index reaches 175.0 will not be eliminated unless the index reaches 174.0 or less.

Examples:

If the BLS Consumers' Price Index as of November 15, 1950 should be 175.0 and less than 176.0, \$2.00 per month shall be added effective January 1, 1951 as a cost-of-living adjustment; if such index as of February 15, 1951 should be 174.0 or less, then effective April 1, 1951 the cost-of-living adjustment which may have been established under this example will be eliminated.

If the BLS Consumers' Price Index as of November 15, 1950 should be 176.0 and less than 177.0, \$4.00 per month shall be added effective January 1, 1951 as a cost-of-living adjustment; if such index as of February 15, 1951 should be 175.0 and less than 176.0, then effective April 1, 1951 the cost-of-living adjustment established under this example will be reduced to \$2.00 per month.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effective dates specified in paragraph (a), the cost-of-living adjustment will not become effective until the first pay period after release of the index.

(e) No adjustments, retroactive or otherwise, shall be made because of any revision which may later be made in the published figures of the BLS Consumers' Price Index for any base month.

(f) The parties to this agreement agree that the continuance of the cost-of-living adjustment is dependent upon the availability of the official monthly BLS Consumers' Price Index in its present form and calculated on the same basis as the Index for August 15, 1950, except that, if the Bureau of Labor Statistics, U. S. Department of Labor, should during the effective period of this agreement revise or change the methods or basic data used in calculating the BLS Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for August 15, 1950, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index of 174.0, described in paragraph (a) hereof, and the several indexes listed in paragraph (c) hereof.

In the event the cost-of-living adjustment is discontinued under the provisions of Article 2, paragraph (f), rates in effect October 1, 1950 shall be restored effective with the next adjustment date as specified in paragraph (a) and either party shall be free to serve a notice for changes in rates of pay.

(g) The parties agree that this Article 2 shall remain in effect for a period of three years or until September 30, 1953, and thereafter subject to change under the provisions of the Railway Labor Act as amended.

ARTICLE 3 - FIVE-DAY WORK WEEK

Section 1

(a) Beginning on the date this agreement becomes effective on any carrier, such carrier will establish for Yardmasters, subject to the exceptions contained in this agreement, a work week of five consecutive days with two days off in each seven.

Due to the necessity of changing existing assignments to conform to the reduced work week provided for in the first paragraph, the carriers will post notices listing the days off of regular assignments and advertising regular relief assignments, but such listing

shall not permit employees to exercise displacement privileges. The days off for each assignment shall be the same each week and shall be assigned in accordance with applicable existing rules.

(b) After assignments, as referred to above, have been made, changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2

The term "work week" for regularly assigned Yardmasters shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned Yardmasters shall mean a period of 7 consecutive days starting with Monday.

Section 3

(a) When service is required by a carrier on days off of regular assignments it may be performed by other Yardmasters on regular assignments, on regular relief assignments, on a combination of regular and regular relief assignments, or by extra or unassigned Yardmasters. Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work. Where relief requirements regularly consist of 5 days work per week, relief Yardmaster positions shall be established by assignment and filled in accordance with appropriate rules of the applicable agreement.

(b) Nothing in this agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned Yardmaster where the work can be absorbed by other Yardmasters then on duty.

Section 4

The carrier may assign non-consecutive days off to a position whenever consecutive days off would cause or necessitate working a Yardmaster with reasonable regularity in excess of 5 days per week or, by agreement, days off may be accumulated over a period not to exceed five consecutive weeks.

Section 5

The days off of extra or unassigned Yardmasters need not be consecutive.

Section 6

(a) Existing rules which relate to the payment of daily overtime and practices thereunder are not changed hereby and shall be understood to apply to regular, regular relief, and extra and unassigned Yardmasters.

(b) A regularly assigned Yardmaster who is required to work on either or both of the days off of the position to which he is regularly assigned shall be paid therefor at the rate of time and one-half, and extra or unassigned Yardmasters worked as such more than five straight-time days in a work week shall be paid time and one-half the basic straight-time rate for such excess days worked; except where days off are being accumulated under Section 4 of this Article 3.

Section 7

No Yardmaster shall have a right to claim more than five days work as Yardmaster in a work week when an extra or unassigned Yardmaster who would otherwise not have 5 straight-time days of work as Yardmaster in that work week is available, except where brought about by the exercise of seniority in bidding or displacement.

Section 8

Any tour of duty worked by an extra or unassigned Yardmaster in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this agreement.

Section 9

All existing guarantees shall be reduced to a basis of five days per week. Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.

Section 10

The number of paid vacation days for which a Yardmaster is eligible under any vacation rule shall be reduced by one-sixth, and the qualifying period, where expressed in days of work, shall likewise be reduced by one-sixth. Qualifying periods accumulated prior to the effective date of this agreement for extended vacations shall not be changed.

Existing sick leave rules will be revised to reduce sick time allowances thereunder by one-sixth, and the qualifying period, where expressed in days of work, for sick leave privileges shall likewise be reduced by one-sixth.

Section 11

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees in the same seniority district. Where starting time rules do not appear in individual agreements, none is created by this agreement.

ARTICLE 4 - EXISTING AGREEMENTS

Existing agreements shall be revised to conform to the provisions of this agreement, and existing rules and practices not specifically changed by this agreement remain in effect. It is the intent of the parties to permit the operation of the reduced work-week on a straight-time basis with reasonable regularity.

ARTICLE 5 - COURT APPROVAL

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

ARTICLE 6 - MORATORIUM

No proposals for changes in rates of pay, rules or working conditions will be initiated or progressed by the employees against any carrier or by any carrier against its employees, parties hereto, within a period of three years from October 1, 1950, except such proposals for changes in rules or working conditions which may have been initiated prior to June 1, 1950.

ARTICLE 7 - DISPUTES MACHINERY

Any dispute arising between parties to this agreement in connection with the revision of individual agreements so as to make them conform to this agreement shall be referred jointly, or by either party, for decision to a committee, the carrier members of which shall be three members of the Carriers' Conference Committees, signatories hereto, or their successors, and the employee members of which shall be three representatives selected by the organization signatory hereto.

In the event the Committee is unable to reach a decision with respect to any such dispute, 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.

ARTICLE 8 - FULL AND FINAL 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 April 10, 1948, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE 9 - 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 RAILROAD YARDMASTERS OF AMERICA, as heretofore stated; and shall remain in effect until October 1, 1953, and thereafter until changed or

modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED at WASHINGTON, D. C., this SECOND day of NOVEMBER, 1950.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

M. Forming

CHAIRMAN

Frank Dibel

J. E. Jones

J. W. Gram
E. J. [unclear]

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

J. P. Lewis

CHAIRMAN

W. Anderson

E. [unclear]

E. B. Herdman

[unclear]
[unclear]

[unclear]

[unclear]

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

W. G. Schock

CHAIRMAN

Dr. Dickson

[unclear]

[unclear]

W. H. Meyer

A. M. Suplee

V. W. Smith

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

Conaway
CHAIRMAN

W. D. Bassett
F. K. Day, Jr.
Conner
C. R. Holt, Jr.

Exhibit A

Carriers represented by the Eastern Carriers' Conference Committee
as shown in Appendix "C" of Emergency Board Report No. 84, dated June 15, 1950

(Authority is co-extensive with Notices served and with the
Scope of Agreements as to Classes of Employees)

EASTERN RAILROADS

Baltimore & Ohio Railroad Company
B & O Chicago Terminal Railroad Company

Boston & Maine Railroad

Chesapeake & Ohio Railway Company
Pere Marquette District

Cleveland Union Terminals

Delaware, Lackawanna & Western Railroad

Pennsylvania Railroad Company

Pittsburgh, Chartiers & Youghioghony Railway

Pittsburgh & Lake Erie

- - - - -

FOR THE CARRIERS:

N. E. Jones

FOR THE EMPLOYEES:

W. G. Schoch
President
Railroad Yardmasters of America

Washington, D.C.
October 12, 1950

WESTERN RAILROADS

LIST OF CARRIERS AS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE-1948, AND THEIR EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA IN THE MATTER OF NOTICES DATED ON OR ABOUT APRIL 10, 1948, SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS REQUESTING FORTY-EIGHT HOURS' PAY FOR FORTY HOURS' WORK, TIME AND ONE-HALF FOR SATURDAY SERVICE, DOUBLE TIME FOR SUNDAY AND HOLIDAY SERVICE, AND A GENERAL WAGE INCREASE OF TWENTY-FIVE CENTS PER HOUR, AS SPECIFIED IN SAID NOTICES; ALSO, THE CARRIERS' PROPOSALS WITH RESPECT TO THE SAME SUBJECT MATTER SERVED ON OR ABOUT APRIL 10, 1948, UPON THEIR EMPLOYEES REPRESENTED BY THAT ORGANIZATION.

(Authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the Railroad Yardmasters of America.)

- 1 - Atchison, Topeka & Santa Fe Ry.
- 1 - Gulf, Colorado and Santa Fe Ry.
- 1 - Panhandle & Santa Fe Ry.
- Chicago, Burlington & Quincy RR.
- Chicago Great Western Ry.
- 1 - Chicago, Milwaukee, St. Paul & Pacific RR.
- 1 - Chicago, Terre Haute & Southeastern Ry.
- Chicago, Rock Island & Pacific RR.
- Denver & Rio Grande Western RR.
- Fort Worth Belt Railway
- Fort Worth & Denver City Ry.
- Wichita Valley Railway
- Kansas City Southern Ry.
- Kansas City Terminal Ry.
- Minneapolis & St. Louis Ry.
- Railway Transfer Company - Minneapolis
- Minneapolis, St. Paul & Sault Ste. Marie RR.
- Minnesota Transfer Railway
- T - Missouri Pacific Railroad
- 2 - Northern Pacific Railway
- Northern Pacific Terminal Co. of Oregon
- Ogden Union Railway & Depot Co.
- Port Terminal Railroad Association
- St. Louis-San Francisco Ry.
- St. Louis, San Francisco & Texas Ry.
- Southern Pacific Co. (Pacific Lines)
- Spokane, Portland & Seattle Ry.
- Oregon Trunk Railway
- Oregon Electric Railway
- Terminal Railroad Association of St. Louis
- Union Pacific Railroad
- Wabash Railroad
- Western Pacific Railroad

NOTES:


- 1 - Authorization does not include Agent-Yardmasters or Footboard Yardmasters.

2 - Authorization excludes General Yardmaster positions specified in Rule 1(B) of agreement effective March 1, 1945. This authorization includes General Yardmasters, Assistant General Yardmasters and Yardmasters employed by King Street Station covered by agreement between the Northern Pacific Railway and Railroad Yardmasters of America, effective March 1, 1945.

T - Trusteeship - subject to approval of court.

October 20, 1950

FOR THE CARRIERS:



FOR THE RAILROAD YARDMASTERS
OF AMERICA:



S O U T H E A S T E R N R A I L R O A D S

Which Have Authorized Their Representation by the
SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE - 1948

In Relation to
Y A R D M A S T E R S

EXHIBIT C

as Represented by
RAILROAD YARDMASTERS OF AMERICA

IN THE MATTER OF PROPOSALS FOR SO-CALLED 40-HOUR WEEK
WITH PAY THEREFOR ON BASIS OF 48 HOURS,
FOR TIME AND ONE-HALF FOR SERVICE PERFORMED ON SATURDAY,
FOR DOUBLE TIME FOR SERVICE PERFORMED ON SUNDAY AND HOLIDAYS,
AND FOR INCREASE IN RATES OF PAY
SUBMITTED ON BEHALF OF YARDMASTERS ON APRIL 10, 1948

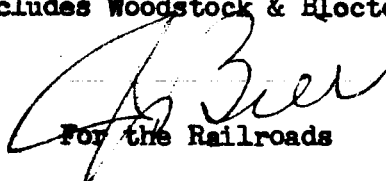
and

PROPOSALS FOR REVISION AND/OR ELIMINATION OF CERTAIN RULES OR PRACTICES,
AND FOR CERTAIN ADDITIONAL RULES
SUBMITTED BY SUCH RAILROADS TO YARDMASTERS
BETWEEN APRIL 16 and MAY 7, 1948

Authority is co-extensive with the provisions of current schedule agreements.

Atlantic Coast Line
Chesapeake & Ohio (Chesapeake District)
Clinchfield
Florida East Coast (a)
Gulf Mobile & Ohio - Northern Region
(East. & West. Divs. - formerly Alton R.R.)
Jacksonville Terminal
Kentucky & Indiana Terminal
Louisville & Nashville
Norfolk & Portsmouth Belt Line
Norfolk Southern
Richmond Fredericksburg & Potomac
Richmond Terminal
Potomac Yard
Seaboard Air Line
Southern Railway (b)
Alabama Great Southern (c)
Cincinnati New Orleans & Texas Pacific
Georgia Southern & Florida
New Orleans & Northeastern
New Orleans Terminal
Virginian

- (a) In trusteeship. Any commitment on its behalf is subject to Court approval.
- (b) Includes State University R.R.
- (c) Includes Woodstock & Ellecton Ry.


For the Railroads


For the R.R.Y. of A.

MEMORANDUM OF UNDERSTANDING in connection with the execution this date of Interim Agreement, Agreement "A" and Agreement "B" between participating carriers, represented by Eastern, Western and Southeastern Carriers' Conference Committees, and employees represented by the Railroad Yardmasters of America, through its Conference Committee:

It is understood and agreed that in view of the terms of said agreements, in individual agreements which now provide for the use of all the days of the calendar month or of the year as a divisor in computing a day's pay, rules which require payment for a rest day per week on which no work is performed, or for a rest day per week while on vacation, will be so changed as to eliminate such requirement.

SIGNED at WASHINGTON, D. C., this SECOND day of NOVEMBER, 1950.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

M. T. Young

CHAIRMAN

W. G. Schoch

CHAIRMAN

Frank J. Hubel

D. W. Dickerson

T. E. Jones

E. H. ...

J. W. ...

W. C. ...

E. B. ...

W. H. Meyer

R. M. Semple

R. W. Smith

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

J. P. Dennis
CHAIRMAN

W. C. Anderson

E. C. Cannon

E. B. Herdman

J. H. Johnson

J. Short

J. H. Johnson

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

C. C. C. C.
CHAIRMAN

W. D. Barr

F. K. Lay, Jr.

C. C. C. C.

C. R. Hooper