

NATIONAL AGREEMENT OF 1955
(October 27, 1955)

CONTENTS

- ARTICLE I: Wage Increases
- ARTICLE II: Local Freight Service
- ARTICLE III: Guarantees
- ARTICLE IV: Five (5) Day Work Week
- ARTICLE V: Court Approval
- ARTICLE VI: Disputes Committee
- ARTICLE VII: Moratorium
- ARTICLE VIII: Settlement
- ARTICLE IX: Terminations

10/27/55

A G R E E M E N T

This Agreement made this 27th day of October, 1955, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the locomotive engineers (motormen) of such carriers represented by the Brotherhood of Locomotive Engineers through their conference committee.

IT IS HEREBY AGREED:

ARTICLE I -- WAGE INCREASE

(a) Effective October 1, 1955, all standard basic daily rates of pay of locomotive engineers (motormen), in effect September 30, 1955, shall be increased by an amount equal to five per cent of the average basic daily rate in each class of service.

(b) The foregoing increase includes 4 cents per hour or 32 cents per basic day, which is in lieu of the offer of the carriers made through the Carriers' Conference Committees in conference "to set up a medical and hospital insurance plan for locomotive engineers (motormen) represented by the Brotherhood of Locomotive Engineers similar to that now in effect for Non-Operating employees, the cost of such plan to be not in excess of \$6.80 per month which will be borne by the carriers." If the Brotherhood of Locomotive Engineers on individual railroads desires to pursue on behalf of locomotive engineers (motormen) pending notices for health and welfare benefits or to move for a carrier-financed health and welfare plan for such employees, this wage increase of 4 cents per hour (32 cents per basic day) or such portion thereof as may be required under a plan adopted by mutual agreement will be automatically converted on such railroad or railroads for payment of such health and welfare plan as may be adopted.

NOTE: It is understood that on certain railroads such as the so-called "steel railroads," agreements are already in effect covering health and welfare plans with contributions by the carrier for locomotive engineers (motormen) represented by the Brotherhood of Locomotive Engineers. Negotiations with respect to such agreements are not covered by this section.

(c) Effective October 1, 1955, all standard basic daily rates of pay of locomotive engineers (motormen), in effect September 30, 1955, shall be increased by an additional amount equal to two per cent of the average basic daily rate in each class of service as an adjustment of differential inequities between locomotive engineers and employees in other classes of railroad service.

(d) Effective October 1, 1955, the increases in rates of pay set forth in paragraphs (a) and (c) of this Article I will result in the following standard basic daily rates of pay for locomotive engineers (motormen):

Standard Basic Daily Rates of Pay - As of October 1, 1955

LOCOMOTIVE ENGINEERS (MOTORMEN) - PASSENGER SERVICE

WEIGHT ON DRIVERS (Pounds)	Standard Basic Daily Rates	
	All Territories (a)	
Less than 80,000	\$ 15.91	
80,000 and less than 100,000	15.91	
100,000 and less than 140,000	16.00	
140,000 and less than 170,000	16.08	
170,000 and less than 200,000	16.17	
200,000 and less than 250,000	16.26	
250,000 and less than 300,000	16.34	
300,000 and less than 350,000	16.43	
350,000 and less than 400,000	16.51	
400,000 and less than 450,000	16.60	
450,000 and less than 500,000	16.69	
500,000 and less than 550,000	16.77	
550,000 and less than 600,000	16.86	
600,000 and less than 650,000	16.94	
650,000 and less than 700,000	17.03	
700,000 and less than 750,000	17.11	
750,000 and less than 800,000	17.20	
800,000 and less than 850,000	17.28	
850,000 and less than 900,000	17.37	
900,000 and less than 950,000	17.45	
950,000 and less than 1,000,000	17.54	
1,000,000 pounds and over	With 8¢ and 9¢ alternately added for each additional 50,000 lbs. or fraction thereof.	
		East and Southeast (b)
<u>MALLETS</u>		West (c)
Less than 500,000	\$ 16.99	\$16.92
500,000 and less than 550,000	17.07	
550,000 and less than 600,000	17.16	
600,000 and less than 650,000	17.24	
650,000 and less than 700,000	17.33	
700,000 and less than 750,000	17.41	
750,000 and less than 800,000	17.50	
800,000 and less than 850,000	17.58	
850,000 and less than 900,000	17.67	
900,000 and less than 950,000	17.75	
950,000 and less than 1,000,000	17.84	
1,000,000 pounds and over	With 8¢ and 9¢ alternately added for each additional 50,000 lbs. or fraction thereof.	
<u>MOTOR OR ELECTRIC CARS</u>		
In multiple or single unit...	16.17	16.17
Daily earnings minimum.....	17.43	17.43

Note: Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into the next higher wage bracket.

- a Carriers represented by Eastern, Western and Southeastern Carriers' Conference Committees.
- b Carriers represented by Eastern and Southeastern Carriers' Conference Committees.
- c Carriers represented by Western Carriers' Conference Committee.

Standard Basic Daily Rates of Pay - As of October 1, 1955

LOCOMOTIVE ENGINEERS (MOTORMEN) - THROUGH FREIGHT SERVICE

WEIGHT ON DRIVERS (Pounds)	Standard Basic Daily Rates	
	All Territories (a)	
Less than 140,000	\$ 16.98	
140,000 and less than 200,000	17.41	
200,000 and less than 250,000	17.58	
250,000 and less than 300,000	17.73	
300,000 and less than 350,000	17.88	
350,000 and less than 400,000	18.09	
400,000 and less than 450,000	18.30	
450,000 and less than 500,000	18.51	
500,000 and less than 550,000	18.72	
550,000 and less than 600,000	18.90	
600,000 and less than 650,000	19.08	
650,000 and less than 700,000	19.26	
700,000 and less than 750,000	19.44	
750,000 and less than 800,000	19.62	
800,000 and less than 850,000	19.80	
850,000 and less than 900,000	19.98	
900,000 and less than 950,000	20.16	
950,000 and less than 1,000,000	20.34	
1,000,000 pounds and over	With 18¢ added for each additional 50,000 lbs. or fraction thereof	
<u>MALLETS</u>		
Less than 275,000	\$ 18.63	West (c) \$ 18.55
275,000 and less than 500,000	18.87) \$18.78
500,000 and less than 550,000	19.11	
550,000 and less than 600,000	19.35	
600,000 and less than 650,000	19.59	
650,000 and less than 700,000	19.83	
700,000 and less than 750,000	20.07	
750,000 and less than 800,000	20.31	

<u>MALLETS - (Continued)</u>	<u>East and Southeast (b)</u>	<u>West (c)</u>
800,000 and less than 850,000	\$ 20.55) \$18.78
850,000 and less than 900,000	20.79	
900,000 and less than 950,000	21.03	
950,000 and less than 1,000,000	21.27	
1,000,000 pounds and over	With 24¢ added for each additional 50,000 lbs. or fraction thereof.	

Note: Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into the next higher wage bracket.

- a Carriers represented by Eastern, Western and Southeastern Carriers' Conference Committees.
- b Carriers represented by Eastern and Southeastern Carriers' Conference Committees.
- c Carriers represented by Western Carriers' Conference Committee.

Standard Basic Daily Rates of Pay - As of October 1, 1955

LOCOMOTIVE ENGINEERS (MOTORMEN) - YARD SERVICE

<u>WEIGHT ON DRIVERS</u> (Pounds)	<u>Standard Basic Daily Rates</u> All Territories (a)
Less than 140,000	\$ 18.11
140,000 and less than 200,000	18.54
200,000 and less than 250,000	18.71
250,000 and less than 300,000	18.86
300,000 and less than 350,000	19.01
350,000 and less than 400,000	19.22
400,000 and less than 450,000	19.43
450,000 and less than 500,000	19.64
500,000 and less than 550,000	19.85
550,000 and less than 600,000	20.03
600,000 and less than 650,000	20.21
650,000 and less than 700,000	20.39
700,000 and less than 750,000	20.57
750,000 and less than 800,000	20.75
800,000 and less than 850,000	20.93
850,000 and less than 900,000	21.11
900,000 and less than 950,000	21.29
950,000 and less than 1,000,000	21.47
1,000,000 pounds and over	With 18¢ added for each additional 50,000 lbs. or fraction thereof.

<u>MALLETS</u>	<u>East and Southeast (b)</u>	<u>West (c)</u>
Less than 275,000	\$ 19.76	\$ 19.68
275,000 and less than 500,000	20.00	\$19.91
500,000 and less than 550,000	20.24	
550,000 and less than 600,000	20.48	
600,000 and less than 650,000	20.72	
650,000 and less than 700,000	20.96	
700,000 and less than 750,000	21.20	
750,000 and less than 800,000	21.44	
800,000 and less than 850,000	21.68	
850,000 and less than 900,000	21.92	
900,000 and less than 950,000	22.16	
950,000 and less than 1,000,000	22.40	
1,000,000 pounds and over	With 2¢ added for each additional 50,000 lbs. or fraction thereof.	

Note: Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into the next higher wage bracket.

- a Carriers represented by Eastern, Western and Southeastern Carriers' Conference Committees.
- b Carriers represented by Eastern and Southeastern Carriers' Conference Committees.
- c Carriers represented by Western Carriers' Conference Committee.

(e) In application of increases provided for in paragraphs (a) and (c) of this ARTICLE I -

1. All arbitraries, miscellaneous rates, or special allowances as provided in the schedules or wage agreements where expressed in money shall be increased under this agreement by seven per cent.

2. In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

3. 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.

4. Existing money differentials above existing standard daily rates shall be maintained.

(f) Effective October 1, 1955, existing basic daily rates of pay other than standard, of locomotive engineers (motormen) shall be increased the same amount of money as provided for standard rates.

ARTICLE II - LOCAL FREIGHT SERVICE

Effective October 1, 1955, standard basic daily rates of pay for locomotive engineers (motormen) in local freight service shall be 56 cents in excess of standard basic daily rates of pay in through freight service. Rules providing for differentials other than standard are not changed by this Article II.

ARTICLE III - GUARANTEES

(a) Effective October 1, 1955, the standard daily earnings minimum for locomotive engineers (motormen) applicable to passenger service shall be \$17.43. Other than standard daily earnings minima for locomotive engineers (motormen) shall be increased in the same money amount as applied to the standard daily earnings minimum.

(b) Effective October 1, 1955, the minimum daily earnings from all sources, for each day to which service payments are credited, of locomotive engineers (motormen) in local freight, mine run, wreck, work, helper and road switcher (not including pool, chain gang or converted) service, and not now subject to other guarantees, shall be \$18.49.

NOTE: The term "local freight service" includes road service paid local freight rates, subject to the exclusions set forth above.

ARTICLE IV - FIVE-DAY WORK WEEK

(a) Effective October 1, 1955, Agreement "B" entered into by the parties hereto under date of May 23, 1952 is cancelled in its entirety for locomotive engineers (motormen).

(b) The five-day work week will not be placed in effect until the Brotherhood of Locomotive Engineers desires to place the five-day work week Agreement of May 23, 1952 into effect for the entire craft or class of locomotive engineers (motormen) represented by this organization on all carriers parties hereto, in which event the Brotherhood shall give the individual carriers 60 days' notice to that effect. On the first day of the first calendar month following the 60-day notice period, the following provisions shall become effective:

(1) Paragraph (a) of Section 1 of ARTICLE 3 of Agreement "A" entered into by the parties hereto under date of May 23, 1952, is cancelled in its entirety for locomotive engineers (motormen) and is replaced by the following substitute paragraph (a) of Section 1 of ARTICLE 3 of the above-mentioned Agreement "A":

"ARTICLE 3 - FIVE-DAY WORK WEEK

"Section 1

"(a) Each carrier will establish for locomotive engineers (motormen) in yard, transfer, and belt line service, or combinations thereof, represented by the Brotherhood of Locomotive Engineers, a work week of five basic days. Except as otherwise provided in this Article 3, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement."

(2) ARTICLE 1 of Agreement "A", entered into as aforesaid under date of May 23, 1952, is cancelled in its entirety for locomotive engineers (motormen) and is replaced by the following substitute ARTICLE 1 of Agreement "A":

"ARTICLE 1 - WAGE INCREASES

"(a) Effective with the establishment of the five-day work week in the manner provided for in Article IV (b) of the Agreement of October 27, 1955, basic hourly rates of pay for locomotive engineers (motormen) in yard, transfer and belt line service, or combinations thereof, shall be increased by adding to the basic hourly rates in effect on the last day of the calendar month immediately preceding conversion on a craft or class basis as specified in Article IV (b) of the Agreement of October 27, 1955, a new conversion adjustment to be determined by first applying 20% to the basic daily rates in September 1948 (established by the Agreements of August 11, 1948), dividing the result by 8 and then deducting 14 1/2 cents per hour.

150	3600
168	1.68
618	<hr/>
49.44	52.68

"(b) Rates other than standard will be computed in accordance with the formula set forth in paragraph (a) above.

"(c) As amended in this agreement and as amended by ARTICLE 3 - VACATIONS - of the Agreement of August 17, 1954, ARTICLE 3 - FIVE-DAY WORK WEEK of Agreement "A" of May 23, 1952 will become a part of this agreement and will be applicable to the parties hereto.

"(d) The Interim Agreement of May 23, 1952 for locomotive engineers (motormen) is cancelled in its entirety."

"(e) Unless basic rates are increased or decreased prior to conversion the conversion adjustments set forth above will result in the following standard basic daily rates of pay for locomotive engineers (motormen) in yard service:

Standard Basic Daily Rates of Pay - Under 5-day Work Week

LOCOMOTIVE ENGINEERS (MOTORMEN) - YARD SERVICE

WEIGHT ON DRIVERS (Pounds)	Standard Basic Daily Rates	
	All Territories (a)	
Less than 140,000	\$ 19.38	
140,000 and less than 200,000	19.90	
200,000 and less than 250,000	20.10	
250,000 and less than 300,000	20.28	
300,000 and less than 350,000	20.46	
350,000 and less than 400,000	20.72	
400,000 and less than 450,000	20.97	
450,000 and less than 500,000	21.22	
500,000 and less than 550,000	21.47	
550,000 and less than 600,000	21.59	
600,000 and less than 650,000	21.90	
650,000 and less than 700,000	22.12	
700,000 and less than 750,000	22.34	
750,000 and less than 800,000	22.55	
800,000 and less than 850,000	22.77	
850,000 and less than 900,000	22.98	
900,000 and less than 950,000	23.20	
950,000 and less than 1,000,000	23.42	
1,000,000 pounds and over	With 21¢ added for each additional 50,000 lbs. or fraction thereof.	

MALLET	East and Southeast (b)		West (c)
	Less than 275,000	\$ 21.36	\$ 21.27
275,000 and less than 500,000	21.55	\$21.54	
500,000 and less than 550,000	21.94		
550,000 and less than 600,000	22.23		
600,000 and less than 650,000	22.52		
650,000 and less than 700,000	22.80		
700,000 and less than 750,000	23.09		
750,000 and less than 800,000	23.38		
800,000 and less than 850,000	23.67		
850,000 and less than 900,000	23.96		
900,000 and less than 950,000	24.24		
950,000 and less than 1,000,000	24.53		
1,000,000 pounds and over	With 29¢ added for each additional 50,000 lbs. or fraction thereof.		

NOTE: Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into the next higher wage bracket.

- a Carriers represented by Eastern, Western and Southeastern Carriers' Conference Committees.
- b Carriers represented by Eastern and Southeastern Carriers' Conference Committees.
- c Carriers represented by Western Carriers' Conference Committee.

ARTICLE V - COURT APPROVAL

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

ARTICLE VI - DISPUTES COMMITTEE

Any dispute or controversy arising on any carrier as to interpretation or application of any of the terms of this agreement, and not settled on such carrier, shall be referred jointly or by either party for a decision to a committee, the carrier members of which shall be the chairmen of the Carriers' Conference Committees signatory hereto, or their representatives or successors, and the employee members of which shall be three representatives selected by the Brotherhood of Locomotive Engineers. The committee shall meet twice annually, between January 1 and June 30 and between July 1 and December 31, if any disputes are to be decided.

In the event the committee is unable to reach a decision with respect to any such disputes, 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.

Unless otherwise agreed to by the Disputes Committee, cases which have been duly submitted to the committee in conformity with the procedures adopted to implement this ARTICLE VI, between January 1 and June 30 both inclusive, in any year shall be decided or deadlocked between July 1 and December 31 of that year; and such cases as are so submitted between July 1 and December 31 of any year both inclusive, shall be decided or deadlocked between January 1 and June 30 of the following year. In event a party hereto shall fail or refuse on any occasion to select its members to serve on the committee, or

shall fail or refuse to meet within the time limits prescribed by this article, the then pending cases shall be regarded as decided in favor of the party not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases.

ARTICLE VII - MORATORIUM

It is hereby agreed that no proposals for changes in rules requiring the creation or elimination of, or increase or decrease in, the payment of arbitraries will be initiated or pending proposals progressed before June 30, 1956, and shall not be initiated or progressed except upon 30 days' notice thereafter given, provided, however, this paragraph shall not be construed to prohibit adjustments of contracts by mutual agreement on individual railroads to meet local conditions during the period of this moratorium.

ARTICLE VIII - SETTLEMENT

This Agreement is in full and final settlement of the disputes growing out of notices served by the locomotive engineers (motormen), parties hereto, on or about February 15, 1955, in accordance with Section 6 of the Railway Labor Act, as amended, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE IX - TERMINATION

This Agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those locomotive engineers (motormen) represented by the Brotherhood of Locomotive Engineers as heretofore stated, and shall remain in effect subject to notices served in accordance with Section 6 of the Railway Labor Act, as amended.

Signed at CHICAGO, ILLINOIS, this 27th day of October, 1955.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE LOCOMOTIVE ENGINEERS (MOTORMEN) REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

Frank Forbel
Chairman

R. E. Davidson
First Assistant Grand Chief Engineer

E. P. Gajewski

S. M. Shinnard
Member, Wage Committee, Representing Eastern Territory

L. W. Hornig

[Signature]
Member, Wage Committee, Representing Western Territory

J. E. Jones

J. W. E. Ram

J. M. Clontz
Member, Wage Committee, Representing Southeastern Territory

R. W. Pickard

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: - (CONTINUED)

g. C. White

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B:

L. P. Loomis
Chairman

Crowley

W. Buckley

J. A. Jones

E. Loomis

H. Hallman

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT C:

Fred A. Burroughs
Chairman

W. S. Baker

B. B. Bryant

F. K. Day, Jr.

C. A. ...

W. S. Schell

FOR THE LOCOMOTIVE ENGINEERS (MOTORMEN)
REPRESENTED BY THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS: - (CONTINUED)

J. A. ...
Member, Wage Committee, Representing
Yard Service Employees