MEDIATION AGREEMENT, CASE NO. A-5987

DATED OCTOBER 7, 1959

BETWEEN

RAILROADS REPRESENTED BY THE EASTERN, WESTERN
AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

AND

EMPLOYEES OF SUCH RAILROADS

REPRESENTED BY THE

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
MEDIATION AGREEMENT

This Agreement made this 7th day of October, 1959, 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 employees of such carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employes.

WITNESSETH:

IT IS AGREED:

ARTICLE I - PRIOR CONSULTATION

In the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

As soon as is convenient after the effective date of this agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Article does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

ARTICLE II - RATES OF PAY

(a) The rates of pay of employees subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification.
ARTICLE II - RATES OF PAY - continued -

The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employees referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working conditions agreement is generally revised or reprinted the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof.

ARTICLE III - RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF SUPERVISORY EMPLOYEES COVERED BY THE RULES OF THE COLLECTIVE AGREEMENT BETWEEN THE PARTIES HERETO WHERE DUTIES AND RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED

(a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this Article.

(b) If, as the result of change in work methods subsequent to the effective date of this agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph (c) of this Article.

(c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Article shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employees.
ARTICLE III - RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF
SUPERVISORY EMPLOYEES COVERED BY THE RULES OF THE COLLECTIVE
AGREEMENT BETWEEN THE PARTIES HERETO WHERE DUTIES AND
RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED - continued -
of such carrier; and shall be governed by an arbitration agreement con-
forming to the requirements of the Railway Labor Act which shall contain
the following provisions:

(1) shall state that the Board of Arbitration is to consist
of three members;

(2) shall state specifically that the question to be sub-
mited to the Board for decision shall be limited to the
single question as to whether the rate established by the
carrier should be continued or whether the rate suggested
by the General Chairman should be adopted or whether an
intermediate rate is justified; and that in its award the
said Board shall confine itself strictly to decision as to
the question so specifically submitted to it;

(3) shall fix a period of ten (10) days from the date of
the appointment of the arbitrator necessary to complete the
Board within which the said Board shall commence its
hearings;

(4) shall fix a period of thirty (30) days from the
beginning of the hearings within which the said Board shall
make and file its award; provided, that the parties may agree
at any time upon the extension of this period;

(5) shall provide that the award shall become effective on
the date that it is rendered and the rate awarded shall con-
tinue in force until changed or modified pursuant to the
provisions of the Railway Labor Act.

ARTICLE IV - FORCE REDUCTIONS

Not less than ninety-six (96) hours' notice will be given to
regularly assigned employees, not including casual employees or employees
who are substituting for regularly assigned employees, who are subject to
the rules of the existing collective agreement whose positions are to be
abolished before such reductions in force are made, except as provided in
Article VI of the Agreement of August 21, 1954.

ARTICLE V - PRESERVATION OF RULES

This Agreement shall not be construed to make any change in any
existing rule on any individual railroad, or any portion of such a rule,
that contains provisions identical with or more favorable to the employees
than the provisions of this Agreement. The election thus made available
to the General Chairman must be exercised in writing within thirty (30)
days after the effective date of this Agreement.
ARTICLE VI - APPROVAL

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

ARTICLE VII - EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective on December 1, 1959, and is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 22, 1957, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 7TH DAY OF OCTOBER, 1959.

For the participating carriers listed in Exhibit A:

Chairman

For the participating Organization of Employees:

President

Chairman

For the participating carriers listed in Exhibit B:

Chairman
For the participating carriers listed in Exhibit B: continued:

L. T. L. Towne
E. B. Ballard
J. B. Herndon
L. M. Venable
H. H. Schropp
A. J. Wenzenske

For the participating carriers listed in Exhibit C:

L. B. Allen
Chairman

W. E. Bass
C. C. Bryant
F. E. Hale

Witness:

J. H. Day, Jr.

Member,
National Mediation Board

H. D. Mitchell

Mediator,
National Mediation Board
LIST OF EASTERN CARRIERS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES DATED ON OR ABOUT MAY 22, 1957, SERVED UPON INDIVIDUAL EASTERN RAILROADS BY THE GENERAL CHAIRMAN, OF OTHER RECOGNIZED REPRESENTATIVES OF THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES, OF DESIRE "TO REVISE EXISTING AGREEMENT OR AGREEMENTS, TO THE EXTENT THAT REVISION MAY BE NECESSARY TO INCORPORATE THEREIN THE TEN RULES SET FORTH IN APPENDIX 'A', ATTACHED TO AND MADE A PART OF SAID NOTICES, AS FOLLOWS: RULE I-FORCE REDUCTION; RULE II-SEASONAL VARIATIONS IN EMPLOYMENT; RULE III-ORGANIZATIONAL CHANGES IN WORK METHODS; RULE IV-CHANGE IN TRACK SECTION LIMITS; RULE V-MACHANIZED TRACK GANGS; RULE VI-MAINTENANCE OF WAY MACHINES; RULE VII-TRAVEL ALLOWANCE AND EXPENSE FOR WEEK-END TRIPS HOME AND EXPENSES AWAY FROM HOME; RULE VIII-RATES OF PAY; RULE IX-CONTRACTING OF MAINTENANCE OF WAY AND STRUCTURES WORK AND RULE X-SEVERANCE PAY."

(This authorization as to classes of employees is co-extensive with notices filed and with the provisions of current schedule agreements applicable to employees represented by the Brotherhood of Maintenance of Way Employees.)

Akron & Barberton Belt Railroad Company
Ann Arbor Railroad Company
Baltimore & Ohio Railroad Company
- Strouds Creek and Muddley Railroad
Baltimore & Ohio-Chicago Terminal Railroad Company
Bangor & Aroostook Railroad Company
Bessemer & Lake Erie Railroad Company
Boston & Maine Railroad
Buffalo Creek Railroad
Canadian National Railways - Central Region Lines in U. S.
- Canadian National Lines in New England
- United States and Canada Railroad
- Champlain and St. Lawrence Railroad
- Canadian National Railways in State of New York
Canadian Pacific Railway Company
Canton Railroad Company
Central Railroad Company of New Jersey
- New York and Long Branch Railroad Company
- Wharton and Northern Railroad Company
Central Vermont Railway, Inc.
Cincinnati Union Terminal Company
Dayton Union Railway Company
Delaware and Hudson Railroad Corporation
Delaware, Lackawanna & Western Railroad Company
Detroit & Toledo Shore Line Railroad Company
Detroit Terminal Railroad Company
Detroit, Toledo & Ironton Railroad Company
Erie Railroad Company
Grand Trunk Western Railroad Company
Hoboken Shore Railroad
Indianapolis Union Railway Company
Lehigh and New England Railroad Company
Lehigh Valley Railroad Company
Maine Central Railroad Company
   Portland Terminal Company
Monon Railroad
Monongahela Railway Company
Montour Railroad Company
NYC SYSTEM
   New York Central Railroad
   Indiana Harbor Belt Railroad Company
   Chicago River & Indiana Railroad
   Pittsburgh & Lake Erie Railroad Company
   Lake Erie & Eastern Railroad Company
   Troy Union Railroad Company
   Cleveland Union Terminals Company
New York, Chicago & St. Louis Railroad Company
New York, New Haven & Hartford Railroad Company
   Boston Terminal Corporation
   Union Freight Railroad Company
New York, Susquehanna & Western Railroad Company
Philadelphia Belt Line Railroad Company
Pittsburgh & West Virginia Railway Company
Pittsburgh, Chartiers and Youghiogheny Railway Company
Reading Company
Staten Island Rapid Transit Railway Company
Toledo Terminal Railroad Company
Western Maryland Railway Company

FOR THE CARRIERS:          FOR THE EMPLOYEES:

W. S. Macgill                 H. C. Carey

New York, N. Y.
August 3, 1959
LIST OF WESTERN CARRIERS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES DATED ON OR ABOUT MAY 22, 1957, SERVED UPON INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMAN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES, OF DESIRE "TO REVISE EXISTING AGREEMENT OR AGREEMENTS, TO THE EXTENT THAT REVISION MAY BE NECESSARY TO INCORPORATE THEREIN THE TEN RULES SET FORTH IN APPENDIX 'A', ATTACHED TO AND MADE A PART OF SAID NOTICES, AS FOLLOWS:

"Rule I - Force Reduction
Rule II - Seasonal Variations in Employment
Rule III - Organizational Changes in Work Methods
Rule IV - Change in Track Section Limits
Rule V - Mechanized Track Gangs
Rule VI - Maintenance of Way Machines
Rule VII - Travel Allowance and Expense for Week-Ends Trips Home and Expenses Away from home
Rule VIII - Rates of Pay
Rule IX - Contracting of Maintenance of Way and Structures Work
Rule X - Severance Pay."

This authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the Brotherhood of Maintenance of Way Employees.

Alton and Southern R.R.
Atchison, Topeka and Santa Fe Ry., The
Gulf, Colorado and Santa Fe Ry.
Panhandle and Santa Fe Ry.
Belt Railway Company of Chicago, The
Camas Prairie R.R.
Chicago & Eastern Illinois R.R.
Chicago Heights Terminal Transfer R.R.
Chicago & Illinois Midland Ry.
Chicago and North Western Ry., incl.
former C.St.P.M. & O.Ry. and L.& M. Ry.
Chicago and Western Indiana R.R.
Chicago, Burlington & Quincy R.R.
Chicago Great Western Ry.
Chicago, Milwaukee, St. Paul and Pacific R.R.
Chicago Produce Terminal Co.
Chicago, Rock Island and Pacific R.R.
Peoria Terminal Co.
Colorado and Southern Ry., The
Colorado and Wyoming Ry., The
Denver and Rio Grande Western R.R., The
Denver Union Terminal Ry., The
Des Moines Union Ry.
Duluth, Missabe and Iron Range Ry.
Duluth, South Shore and Atlantic R.R.
Duluth Union Depot and Transfer Co.
Duluth, Winnipeg & Pacific Ry.
Elgin, Joliet and Eastern Ry.
Fort Worth & Denver Ry.
Galveston, Houston and Henderson R.R.
Galveston Wharves
Great Northern Ry.
Green Bay and Western R.R.
Kewaunee, Green Bay and Western R.R.
Houston Belt & Terminal Ry.
Illinois Central R.R.
Chicago & Illinois Western R.R.
Paducah & Illinois R.R.
Waterloo Railroad
Illinois Northern Ry.
Illinois Terminal R.R.
Kansas City Southern Ry., The
Kansas City Terminal Ry.
Kansas, Oklahoma & Gulf Ry.
Midland Valley R.R.
Oklahoma City-Ada-Atoka Ry.
King Street Passenger Station (Seattle)
Lake Superior Terminal & Transfer Ry.
Louisiana & Arkansas Ry.
Minneapolis & St. Louis Ry., The
 Railway Transfer Co. of the City of Minneapolis, The
Minnesota Western Ry.
Minneapolis, Northfield and Southern Ry.
Minneapolis, St. Paul and Sault Ste. Marie R.R.
Minnesota and Manitoba R.R.
Minnesota Transfer Ry., The
Missouri-Kansas-Texas R.R.
Missouri-Kansas-Texas R.R. Co. of Texas
Beaver, Maede and Englewood R.R.
Missouri Pacific R.R.
Missouri-Illinois R.R.
Northern Pacific Ry.
Northern Pacific Terminal Co. of Oregon, The
Northwestern Pacific R.R.
Ogden Union Railway & Depot Co., The
Peoria and Pekin Union Ry.
Port Terminal Railroad Association
St. Joseph Terminal R.R.
St. Louis-San Francisco Ry.
St. Louis, San Francisco and Texas Ry.
St. Louis, Southwestern Ry.
St. Paul Union Depot Co., The
San Diego & Arizona Eastern Ry.
Sioux City Terminal Ry.
Southern Pacific Company (Pacific Lines)
Spokane International R.R.,
Spokane, Portland and Seattle Ry.
Oregon Trunk Ry.
Oregon Electric Ry.
Terminal Railroad Association of St. Louis
Texas and New Orleans R.R.
Texas and Pacific Ry., The
Abilene & Southern Ry.
Fort Worth Belt Ry.
Texas-New Mexico Ry.
Texas Short Line Ry.
Weatherford, Mineral Wells and Northwestern Ry.
Texas Pacific-Missouri Pacific Terminal R.R. of New Orleans
Toledo, Peoria & Western R.R.
Union Pacific R.R.
Union Railway Co. (Memphis)
Union Terminal Co. (Dallas)
Wabash Railroad
Walla Walla Valley Ry.
Western Pacific R.R., The
Wichita Terminal Association, The
Wichita Union Terminal Ry., The

NOTE:

1: Authorization is co-extensive with the provisions of current schedule agreement applicable to the employees represented by the Brotherhood of Maintenance of Way Employees, except Rule 38(i) of the current schedule agreement.

FOR THE CARRIERS:

FOR THE EMPLOYEES:

Chicago, Illinois
October 7, 1959
SOUTHEASTERN RAILROADS
which have authorized their representation
by
SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE
in the handling of notice to
INCREASE IN EXISTING SCHEDULE-AGREEMENTS CERTAIN RULES
PENDING TO REGULATION OF FORCES AND UTILIZATION OF EQUIPMENT
submitted on behalf of employees as represented
by the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
on or about May 22, 1957

(Authorization is co-extensive with the provisions of current
schedule-agreements applicable to the employees represented by
the Brotherhood of Maintenance of Way Employees.)

ATLANTA & WEST POINT
WESTERN RAILWAY OF ALABAMA
ATLANTIC COAST LINE
ATLANTA JOINT TERMINALS
CENTRAL OF GEORGIA
CHARLESTON & WESTERN CAROLINA
CHESAPEAKE & OHIO
CLINCHFIELD
FLORIDA EAST COAST (a)
GEORGIA
GULF MOBILE & OHIO
JACKSONVILLE TERMINAL
KENTUCKY & INDIANA TERMINAL
LOUISVILLE & NASHVILLE
NORFOLK & PORTSMOUTH BELT LINE
NORFOLK & WESTERN
RICHMOND FREDERICKSBURG & POTOMAC
ST. BARTHOLOMEW AIR LINE
SOUTHERN
CINCINNATI NEW ORLEANS & TEXAS PACIFIC
HARRIMAN & NORTHEASTERN
ALABAMA GREAT SOUTHERN
NEW ORLEANS & NORTHEASTERN
NEW ORLEANS TERMINAL
GEORGIA SOUTHERN & FLORIDA
ST. JOHNS RIVER TERMINAL
TENNESSEE CENTRAL
WINDSOR-SALEM SOUTHERN

(a) In trusteeship. Any commitment subject to court approval.

For the Railroads

H. E. Grady

For B.M.W.E.

N. C. Crook

June 15, 1959
MEDICATION AGREEMENT
between
Brotherhood of Maintenance of Way Employees and
Spokane, Portland and Seattle Railway Company (System Lines)

In settlement of the differences as set forth in an application for mediation as described in Docket Case No. A-7197 of the National Mediation Board and under the provisions of the Railway Labor Act, amended, it is mutually agreed that the questions so submitted shall be and are hereby disposed of as follows:

(1) Memorandum of Agreement, attached hereto but not made a part hereof, covering adjustment in rates of pay of Section Foremen whose sections are lengthened because of consolidation of sections;

(2) Memorandum of Agreement, attached hereto but not made a part hereof, covering rates of pay of operator of McWilliams Air-hydraulic Production Tamper identified as R-23 and Autojack Electronic Tamper identified as R-25.

This agreement shall become effective July 16, 1964 and remain in effect until changed in accordance with the Railway Labor Act, amended. This in full, complete and final settlement of the Brotherhood's notices of June 12, 1963, August 10, 1960 and January 16, 1964.

Dated at Portland, Oregon this 15th day of July, 1964.

For the employees represented by
Brotherhood of Maintenance of Way Employees

/s/ F. H. Funk
General Chairman

/s/ J. P. Wilson
Vice President

For the Spokane, Portland and Seattle Railway Company (System Lines)

/s/ H. J. Tierney
Chief of Personnel

/s/ N. S. Westergard
Vice President and General Manager

Witnessed
/s/ Clarence C. Eady
Mediator
National Mediation Board
MEMORANDUM OF AGREEMENT
between
Brotherhood of Maintenance of Way Employees
and
Spokane, Portland and Seattle Railway Company (System Lines)

Effective July 16, 1964 the rates of pay of the foreman of the sections named below whose sections were lengthened due to consolidation of sections will be adjusted by adding fifty cents (50c) per mile per month to the basic line section foreman's monthly rate of pay.

<table>
<thead>
<tr>
<th>Section No.</th>
<th>Headquarters</th>
<th>Present Rate</th>
<th>New Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Bingen</td>
<td>$431.54</td>
<td>$435.54</td>
</tr>
<tr>
<td>26</td>
<td>Lyle</td>
<td>431.54</td>
<td>434.04</td>
</tr>
<tr>
<td>34</td>
<td>Paterson</td>
<td>431.54</td>
<td>434.04</td>
</tr>
<tr>
<td>35</td>
<td>Plymouth</td>
<td>431.54</td>
<td>434.54</td>
</tr>
<tr>
<td>36</td>
<td>Finley</td>
<td>431.54</td>
<td>434.04</td>
</tr>
</tbody>
</table>

If any sections are lengthened in future due to consolidation of sections, the monthly rate of foremen whose sections are lengthened will be adjusted on this same basis. Fractions less than one-half (1/2) mile will be dropped; fractions greater than 1/2 mile will be figured as one mile.

Dated at Portland, Oregon this 15th day of July, 1964.

For the employees represented by Brotherhood of Maintenance of Way Employees

/s/ F. H. Funk
General Chairman

/s/ J. P. Wilson
Vice President

For the Spokane, Portland and Seattle Railway Company (System Lines)

/s/ H. J. Tierney
Chief of Personnel

/s/ N. S. Westergard
Vice President and General Manager

Witnessed

/s/ Clarence G. Eddy
Mediator
National Mediation Board
MEMORANDUM OF AGREEMENT
between
Brotherhood of Maintenance of Way Employees
and
Spokane, Portland and Seattle Railway Company (System Lines)

Effective July 16, 1964, the rate of pay of the operator of the two machines described below will be $2.6428 per hour:

McWilliams Air Hydraulic Production Tamper, identified as R-23
Autojack Electromatic Tamper, identified as R-25

Dated at Portland, Oregon this 15th day of July, 1964.

For the employees represented by
Brotherhood of Maintenance of Way Employees

/s/ F. H. Funk
General Chairman

/s/ J. P. Wilson
Vice President

For the Spokane, Portland and Seattle Railway Company (System Lines)

/s/ H. J. Tierney
Chief of Personnel

/s/ N. S. Westergard
Vice President and General Manager

Witnessed

/s/ Clarence G. Eddy
Mediator
National Mediation Board
October 7, 1964

Mr. Hugh G. Harper
1016 Consumers Building
220 S. State Street
Chicago, Illinois 60604

Dear Brother Harper:

As requested in your letter of October 6, 1964, enclosed are four copies of Mediation Agreement, Case No. A-5987, dated October 7, 1959, between railroads represented by Eastern, Western and Southeastern Carriers' Conference Committees and the Brotherhood of Maintenance of Way Employes.

With best wishes, I am

Sincerely and fraternally,

[Signature]
President

Encs.
October 8, 1962

Mr. H. C. Crotty, President
Brotherhood of Maintenance of Way Employees
12050 Woodward Avenue
Detroit 3, Michigan

Dear Sir and Brother:

In reference to your Western Union dated September 27, 1962, and my reply dated September 28, 1962, my telephone conversation with your office on September 29th and with you on October 2, 1962, in connection with Mediation Case A-6707 involving the adjustment in rates of pay as a result of section abolishments on the Chicago, Milwaukee, St. Paul and Pacific Railroad. This is a follow-up of my report to you dated September 28, 1962 covering the same subject.

On October 2, 1962, General Chairman J. G. James and the undersigned met with Mediator William F. J. Klatte in Room 1246, Atlantic Hotel, Chicago, Illinois, between the hours of 10:00 A.M. and 12:00 noon. We again explained in detail our position and at the conclusion of our conference it was definitely understood the only issue existing insofar as we were concerned was the $30.00 per month we requested and the $14.95 per month the carrier had initially offered.

We again made it plain to the Mediator that he and the carrier had our proposal in writing (copy below):

"MEMORANDUM OF AGREEMENT"

As between the undersigned it is agreed:

1. All Track Foremen's present basic monthly rate of pay shall be increased by $30.00 per month.

2. To the extent that the rates of the Track Foremen are increased or decreased by reason of the provisions of any subsequent national wage agreement, the basic monthly rate of all Track Foremen will be increased or decreased beginning with the effective date of such increases or decreases as provided in such national wage agreement.

75th Anniversary
1887 - 1962
Mr. H. C. Crotty  October 8, 1962  28-21-1

3. The above understanding which is without prejudice to the position of either party will be effective 

1962, and is in full disposition of all pending requests from the organization with respect to adjustment in rates of pay of Track Foremen by reason of extension of section limits."

and we felt we were likewise entitled to have the carrier's proposal in writing. The Mediator stated that by reason of General Chairman James declining the carrier's proposal on September 17, 1962, the carrier had withdrawn all their proposals and to forget the subject in its entirety. We then made it known to the Mediator, if the carrier's final offer was nothing he should obtain that statement in writing for us so we would be in a position to properly progress the dispute further and before whatever tribunal necessary in order to force the carrier to comply with the October 7, 1959 National Agreement.

The Mediator left at noon and upon his departure stated he would call us Wednesday morning October 3, 1962 and make known to us the carrier's final position. At about 1:00 P.M., Tuesday, October 2nd, the Mediator called the undersigned stating Mr. S. W. Amour, Assistant to Vice President, Milwaukee Road, was tied up in conference the balance of the day and all day Wednesday, but they did have a final proposal to submit to us and conference date was set for 9:30 A.M., Thursday, October 4, 1962.

With that understanding I went to Michigan City, Indiana, Wednesday, October 3rd, so as to be present for the mediation proceedings on the Chicago South Shore and South Bend Railway, Case No. A-6627.

General Chairman J. G. James and the undersigned met Mediator Klatte and the carrier's representatives, Mr. Amour and Mr. Merritt, in the carrier's office, Union Station, Chicago, Illinois, 9:30 A.M., Thursday, October 4, 1962, as scheduled, after my telephone conversation with you at 8:30 A.M. The carrier submitted proposal, Exhibit No. 1 (copy below):

"MEMORANDUM OF AGREEMENT"

As between the undersigned, it is agreed that a maximum increase of $ per month will be applied, effective January 1, 1963, to the monthly rate of each section foreman whose assigned track section limits are extended, as the result of abolition of one or more
Mr. H. C. Crotty  
October 8, 1962  

Track sections in the same seniority district, during the period from December 1, 1959 through December 31, 1962.

The above understanding, which is without prejudice to the position of either party, is in full and final disposition of all pending requests and claims from the Organization with respect to adjustment in rates of pay of section foremen by reason of extension of track section limits, as the result of abolition of one or more track sections."

We made it very plain to the carrier on several occasions we would not enter into any kind of an agreement whereby the future application of the October 7, 1959 agreement would be destroyed in whole or in part. As long as the carrier consistently held fast to their position we informed the Mediator there was nothing further we had to offer and we would take whatever steps necessary to force the carrier to comply with the terms of the October 7, 1959 Agreement.

During our noon recess General Chairman James and the undersigned conferred on several aspects of the carrier's proposal after which we again consulted you by phone and upon return to the conference table we discussed several methods to take care of the three (3) month period October 1, 1962 to January 1, 1963 and nothing was agreeable to the carrier. We were on the verge of breaking off further negotiations and the carrier then submitted Exhibit No. II (copy below):

"MEMORANDUM OF AGREEMENT"

As between the undersigned, it is agreed that an increase of $17.40 per month will be applied, effective November 1, 1962, to the monthly rate of each section foreman whose assigned track section limits have been extended, as the result of abolition of one or more track sections in the same seniority district, during the period from December 1, 1959 through October 4, 1962.

The above understanding, which is without prejudice to the position of either party, is in full and final disposition of all pending requests and claims from the Organization with respect to adjustment in rates of pay of section foremen by reason of extension of track section limits, as the result of abolition of one or more track sections."
Mr. H. C. Crotty

October 8, 1962

and we requested the effective date be October 1, 1962 instead of November 1, 1962. The carrier countered by submitting to us Exhibit No. III (copy attached) which resulted in the consummation of an agreement.

Although General Chairman James and the undersigned felt we were entitled to more, I do feel that we obtained the best possible settlement under the conditions with which we were confronted.

This now brings this instant dispute and Mediation Case No. A-6707 to a conclusion and I am closing my files on same.

With best wishes, I remain

Sincerely and fraternally,

J. P. Wilson
Vice President

Enc.

c: Mr. J. G. James

eoiu-12
NATIONAL MEDIATION BOARD
WASHINGTON

October 19, 1962
Case No. A-6707

Mr. S. W. Amour
Assistant to Vice President
Chicago, Milwaukee, St. Paul & Pacific Railroad Co.
3/4 Union Station Building
Chicago 6, Illinois

Mr. H. C. Crotty, President
Brotherhood of Maintenance of Way Employes
12050 Woodward Avenue
Detroit 3, Michigan

Gentlemen:

Reference is made to dispute between your respective carrier and organization, in which mediation services of the Board were invoked by the Brotherhood of Maintenance of Way Employees, described as follows:

"An adjustment in the rate of pay for supervisory employees (section foremen) whose territories, duties and responsibilities have been increased as a result of the abolishment of sections and the extension of the remaining section foremen's territories."

The National Mediation Board is in receipt of signed copies of Mediation Agreement dated October 4, 1962, witnessed by Mediator William F. J. Klatte, which is understood to dispose of all questions submitted to the Board in the invocation for its services in this case.

On the basis of the mediation agreement referred to, the National Mediation Board has closed its file in Case No. A-6707.

Very truly yours,

E. C. Thompson
Executive Secretary
In settlement of differences as set forth in an application for mediation as described in Section 9 of the Railway Labor Act, as amended, it is mutually agreed that the questions as submitted by the said Brotherhood of Maintenance of Way Employees to the said Chicago, Milwaukee, St. Paul and Pacific Railroad Company shall be and is hereby disposed of as follows:

Agreement attached hereto but not made a part hereof.

This agreement shall become effective as of October 16, 1953 and shall remain in full force and effect until it is changed as provided for in the Railway Labor Act, as amended.

Signed at Chicago, Illinois this 4th day of October, 1953.

FOR THE COMPANY:

[Signature]
Assistant to Vice President

FOR THE EMPLOYER:

[Signature]
International Vice President

[Signature]
National Mediation Board
ANNEXATION OF AGREEMENT

As between the undersigned, it is agreed that an increase of $17.40 per month will be applied, effective October 10, 1952, to the present basic monthly rate of each section foreman whose assigned track sections limits have been extended, as the result of establishment of one or more track sections in the area seniority district, during the period from December 1, 1951 through October 4, 1952.

The above understanding, which is without prejudice to the position of either party, is in full and final disposition of all pending requests and claims from the Organization with respect to adjustment in rates of pay of section foreman by reason of extension of track section limits, as the result of establishment of one or more track sections.

[Signature]
General Chairman
Brotherhood of Maintenance of Way Employees

[Signature]
Assistant to Vice President
C. H. M., F. & P., B. F. C.

[Signature]
Vice President
Brotherhood of Maintenance of Way Employees

Chicago, Illinois
October 4, 1952