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MAY 3, 1957

MEDIATION AGREEMENT, CASE NO. A-5196, DATED MAY 3, 1957

BETWEEN RAILROADS REPRESENTED BY THE

EASTERN AND WESTERN CARRIERS' CONFERENCE COMMITTEES

AND THEIR EMPLOYEES

REPRESENTED BY THE

RAILROAD YARDMASTERS OF AMERICA

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

This Agreement made this 3rd day of May, 1957, by and between the participating carriers listed in Exhibits A and B, attached hereto and made a part hereof, and represented by the Eastern and Western Carriers' Conference Committees, and the employees shown thereon represented by the Railroad Yardmasters of America, through its Conference Committee, witnesseth:

IT IS AGREED:

ARTICLE I - WAGE INCREASES

(a) Effective August 1, 1956, basic monthly rates of pay for employees covered by this Agreement not now on a five-day work week shall be increased by \$14.00. This increase of \$14.00 per month is made with the full understanding and agreement that the five-day week matter is permanently settled except that if the employees covered hereby desire to adopt a five-day work week pursuant to existing agreements, the request will be limited to the application of Article 4 of Agreement "A" dated November 2, 1950, and Article IV of the Agreement of August 12, 1954.

(b) Effective November 1, 1956, basic monthly rates of pay for all employees covered by this Agreement shall be increased by \$25.00, such increase to be added to the basic monthly rates in effect October 31, 1956.

(c) Effective November 1, 1957, basic monthly rates of pay for all employees covered by this Agreement shall be increased by \$14.00, such increase to be added to the basic monthly rates in effect October 31, 1957.

(d) Effective November 1, 1958, basic monthly rates of pay for all employees covered by this Agreement shall be increased by \$14.00, such increase to be added to the basic monthly rates in effect October 31, 1958.

(e) In the application of the monthly wage increases provided in paragraphs (a), (b), (c) and (d) of this Article I -

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

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

ARTICLE II - COST-OF-LIVING ADJUSTMENT

(a) Wage rates resulting from the increases provided for in Article I of this Agreement, without taking into consideration cost-of-living adjustments, will not be reduced under this Article II. However, such wage rates are subject to a cost-of-living adjustment to be made on the dates provided in paragraph (b) whereby the adjusted rate as of May 1 and November 1 each year will exceed the rates resulting from the increases provided for in Article I by \$2.00 per month for each five-tenths of a point by which the index specified in paragraph (b) as of March and September, respectively, each succeeding year exceeds the index of 117.1 for September, 1956. The initial allowance of \$2.00 per month made when the index reaches 117.6 will not be eliminated unless the index reaches the 117.1 level or less.

(b) The cost-of-living adjustment will be determined in accordance with changes in the "Consumer Price Index -- United States city average, all items" (1947-1949 = 100) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumer Price Index. The cost-of-living adjustment shall be made commencing May 1, 1957, and each sixth month thereafter based on the BLS Consumer Price Index as of March, 1957, and the BLS Consumer Price Index each sixth month thereafter as illustrated by the following table:

| <u>BLS Consumer Price Index</u> as of: | <u>Effective Date of</u> <u>Adjustment - first pay</u> <u>period on or after:</u> |
|---|---|
| March, 1957 | May 1, 1957 |
| September, 1957 | November 1, 1957 |
| March, 1958 | May 1, 1958 |
| September, 1958 | November 1, 1958 |
| March, 1959 | May 1, 1959 |
| September, 1959 | November 1, 1959 |

The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment.

(c) The adjustments are to be made on the dates as illustrated in paragraph (b) of this Article in the amounts illustrated in the following table:

| <u>BLS Consumer Price Index</u> | <u>Cost-of-Living Allowance</u> |
|---------------------------------|---------------------------------|
| 117.1 and less than 117.6 | None |
| 117.6 and less than 118.1 | \$2.00 per month |
| 118.1 and less than 118.6 | 4.00 per month |
| 118.6 and less than 119.1 | 6.00 per month |
| 119.1 and less than 119.6 | 8.00 per month |

and so forth, with corresponding \$2.00 per month adjustment for each .5 point change in the index.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumer Price Index on or before the effective dates specified in paragraph (b), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e) No adjustments, except as provided in paragraph (f), shall be made because of any revision which may later be made in the published figures of the BLS Consumer 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 Consumer Price Index in its present form and calculated on the same basis as the Index for September, 1956, 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 Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the Index for September, 1956, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index for September, 1956, described in paragraph (b) hereof.

ARTICLE III - DURATION OF AGREEMENT

The purpose of this Agreement is to fix the general level of compensation during the period of this Agreement. Therefore, subject to the provisions of paragraphs (d) and (e) of this Article, no carrier or the organization, party to this Agreement, will serve any notice or progress any pending notice to -

(a) Increase or decrease rates of pay established by Articles I and II of this Agreement.

(b) Increase or decrease the rate of compensation provided in existing agreements or understandings, or eliminate or establish agreements providing the rate of compensation, covering overtime payments, arbitrary payments, Sunday or holiday payments, time paid for but not worked, or increase or decrease the number of paid holiday or paid vacation days.

(c) Establish a hospital, medical or surgical plan for employees and their dependents.

(d) This Article III does not prevent adjustments under normal processes on the individual carriers in the rates of pay of individual positions; correction of inequities as between rates for different individual positions on a particular railroad; or negotiation of rates for new positions or positions where the duties or responsibilities have been or are changed. This Article III will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

(e) This Article III does not prevent the progressing of pending notices, the serving of notices and the negotiation of agreements dealing with stabilization of employment, separation allowances or other matters not prohibited by the foregoing provisions of this Article III.

ARTICLE IV - APPROVAL

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

ARTICLE V - EFFECT OF THIS AGREEMENT

This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A and B on or about March 27, 1956, and to proposals served by the individual railroads on organization representatives of the employees involved on or about the same date, 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 October 31, 1959 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that notices may be served before the expiration of the three-year period, provided such notices do not contemplate effective dates earlier than November 1, 1959.

SIGNED AT CHICAGO, ILLINOIS THIS 3RD DAY OF MAY, 1957.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

Frank Sobel
Chairman

L. B. Fee

E. P. Langway

T. E. Jones

G. W. Knight

R. W. Pickard

G. C. White

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

W. G. Schock
Chairman

A. W. Dickson

C. E. Falconer

P. J. Kiehl

W. Meyer

B. Steddy

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT B:

L. P. Loomis
Chairman

J. W. ...

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT B: (Continued)

L. A. Jones
E. Johnson
E. B. Newman
Spencer

WITNESS:

Robert O. Boyd
Chairman, National Mediation Board
Frederic A. O'Neill, Jr.
Member, National Mediation Board
James Edward
Member, National Mediation Board

EASTERN RAILROADS

EXHIBIT "A"

Carriers represented by the Eastern Carriers' Conference Committee handling the notice, dated on or about March 27, 1956, served on the individual railroads by the recognized representatives of the RAILROAD YARDMASTERS OF AMERICA requesting that all basic monthly rates of pay be increased \$34.00 per month:

(Authority is co-extensive with notices served and with the scope of agreements as to classes of employees)

Baltimore & Ohio RR Co
Baltimore & Ohio Chicago Terminal RR Co
Boston & Maine RR Co
Boston Terminal Corporation
Buffalo Creek RR Co
Cleveland Union Terminals Co
Delaware, Lackawanna & Western RR Co
Detroit Terminal RR Co
Erie RR Co
Grand Trunk Western RR Co
Lehigh & New England RR Co
Lehigh Valley RR Co
New York, Chicago & St. Louis RR Co
Pittsburgh & Lake Erie RR Co
Lake Erie & Eastern RR Co
Pittsburgh & West Virginia Ry Co
Pittsburgh, Chartiers & Youghiogeny Ry Co
Washington Terminal Co

FOR THE CARRIERS :

FOR THE EMPLOYEES :

J. E. Jones

W. D. Meyer

Chicago, Ill.,
October 22, 1956.

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES SERVED UPON VARIOUS INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE RAILROAD YARDMASTERS OF AMERICA, REQUESTING AN INCREASE OF \$34.00, EFFECTIVE APRIL 1, 1956, IN BASIC MONTHLY RATES OF PAY.

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

Alton and Southern Railroad
 1: Atchison, Topeka and Santa Fe Railway, The
 1: Gulf, Colorado and Santa Fe Railway
 1: Panhandle and Santa Fe Railway
 Chicago and North Western Railway
 Chicago, Burlington & Quincy Railroad
 Chicago Produce Terminal Company
 2: Chicago, Milwaukee, St. Paul and Pacific Railroad
 Chicago, Rock Island and Pacific Railroad
 Davenport, Rock Island and North Western Railway
 Denver and Rio Grande Western Railroad, The
 Denver Union Terminal Railway, The
 Duluth, South Shore and Atlantic Railroad
 Fort Worth and Denver Railway
 Great Northern Railway
 Houston Belt & Terminal Railway
 Illinois Northern Railway
 Minneapolis & St. Louis Railway, The
 Railway Transfer Co. of the City of Minneapolis, The
 Minneapolis, St. Paul and Sault Ste. Marie Railroad
 Minnesota Transfer Railway, The
 3: Missouri Pacific Railroad (except Gulf District)
 4: Northern Pacific Railway (including King Street Passenger
 Station (Seattle))
 Ogden Union Railway and Depot Company, The
 Port Terminal Railroad Association
 St. Louis-San Francisco Railway
 St. Louis, San Francisco and Texas Railway
 St. Paul Union Depot Company
 Spokane, Portland and Seattle Railway
 5: Texas and Pacific Railway, The
 Fort Worth Belt Railway
 Union Pacific Railroad
 Union Terminal Company, The (Dallas)
 Wabash Railroad
 Western Pacific Railroad, The

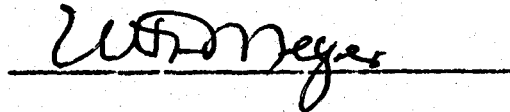
NOTES:

- 1: Authorization does not include Agent Yardmasters or Footboard Yardmasters.
- 2: Authorization includes Yardmasters (all grades except Footboard Yardmasters and Agent Yardmasters.) 'Phone Directors at Chicago, Illinois and Milwaukee, Wisconsin, and Assistant Stationmasters at Milwaukee, Wisconsin, are covered by this authorization.
- 3: Authorization covers Yardmasters below the rank of General Yardmaster.
- 4: Authorization includes General Yardmasters, except positions of General Yardmasters specified in Rule 1(b) of the agreement effective March 1, 1945.
- 5: Authorization does not include General Yardmasters at Texarkana, Dallas and Fort Worth.

FOR THE CARRIERS:



FOR THE RAILROAD YARDMASTERS
OF AMERICA:



Chicago, May 3, 1957