

FEB 26 1975

ORC&B FILE: MOP-A-A-2(7)

RE: "MAKE WHOLE" AGREEMENT

(COPY)

MISSOURI PACIFIC LINES

St. Louis, Mo.
April 26, 1945.VW-R 320-2468
cc 320-2503
320-2510
67915-8
300-1729
300-1730
67915-7Mr. F. Aldrich,
General Chairman - BRT,
400 Professional Bldg.,
Atchison, Kansas.

Dear Sir:

Your letter March 20, 1945, which was in reply to ours February 10, and with reference to conference in my office November 28, 1944, at which time we discussed time claims of regular assigned chain gang crews who were used out of their respective chain gang pool to protect service in another pool or off their seniority district, account no chain gang crews or extra men available, and claims of individual members of crew regularly assigned to chain gang crew taken off such chain gang crew and used to protect vacancy on another turn in same pool, or on chain gang crew or other crew in other than the chain gang pool to which regularly assigned.

I am agreeable when an individual member of a crew by reason of some requirement or emergency is used from his regular crew or run to fill a vacancy on some other crew or run, regardless of the fact it may be on a chain gang crew or run in the same pool to which the individual involved is assigned, and by reason of that fact he does not make the same amount of earnings he would have made on the turn or crew to which he was assigned, to make the individual "whole", i.e., to pay the man used under these circumstances what he would have made had he not been disturbed; this with the understanding that if and when a regularly assigned chain gang crew is used as a unit off their respective district or out of their respective pool in another pool or advanced in proper turn in own pool, they will be paid for the service performed.

This will be understood also not to conflict with or have any effect on any local agreement that may be in effect on any division, nor will it apply in the exercise of seniority rights. Pending claims which have been appealed to be adjusted on above basis.

(CCN:5)

ORD&B FILE: MOP-A-A-2(7)

RE: "MAKE WHOLE" AGREEMENT

If you will advise us the decision as given above is acceptable, adjustment will be made in pending cases involved on the above basis.

Yours truly,

(Signed) H. E. ROLL

cc - Mr. J. B. Corn,
General Chairman, ORC,
Hotel York,
St. Louis, Mo.

Your letter February 2nd. You accepted decision given December 2, 1944, however, the above further provides an individual used from regular chain gang crew or run to fill vacancy on some other crew or run regardless of fact may be on chain gang crew in same pool will be made "whole". If agreeable, so advise.

H.E.R.

(COPY)

ORC&B FILE: MOP-A-A-2(7)

RE: "MAKE WHOLE" AGREEMENT

(COPY)

St. Louis 2, Missouri.
May 11, 1945.

Mr. H. E. Roll,
Chief Personnel Officer,
Missouri Pacific R.R. Co.,
Missouri Pacific Building,
St. Louis 3, Missouri.

Dear Sir:

This acknowledges receipt of copy of your letter addressed to Mr. F. Aldrich, General Chairman, BRT., dated April 26, 1945, File VW-R 320-2468, in reply to Mr. Aldrich's letter of March 20th, reference to conference in your office November 28, 1944, at which time we discussed time claims of regular assigned chain gang crews who were used out of their respective chain gang pool to protect service in another pool or off of their seniority district, etc.

At the bottom of Page 2 of your letter to Mr. Aldrich, you advised me as follows:

"Your letter February 2nd. You accepted decision given December 2, 1944, however, the above further provides an individual used from regular chain gang crew or run to fill vacancy on some other crew or run regardless of fact may be on chain gang crew in same pool will be made "whole". If agreeable, so advise."

Have to advise that your letter amending your original decision in this matter is accepted for the Conductors.

Yours truly,

/s/ J. B. CORN
General Chairman.

(COPY)

*File
make
whole ruled*

A G R E E M E N T
between
MISSOURI PACIFIC RAILROAD COMPANY ("PROPER")
and
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

In full and final settlement of Section 6 notice served by the Brotherhood of Locomotive Firemen and Enginemen under date of November 18, 1959, requesting a rule reading as follows:

"When a fireman (helper), hostler or hostler helper is used off his regular assignment or turn, to perform other services, he shall be paid not less than he would have earned had he followed his regular assignment or turn."

IT IS AGREED:

1. Firemen, Hostlers and Hostler Helpers used under applicable rules to perform engineer service will be made whole for loss of earnings by reason of performing such service compared to what they would have earned had they remained on their assignments as Firemen, Hostlers or Hostler Helpers (not including Firemen's extra board), computed on a calendar month basis.
2. Periods of time during which an employe is not available or is on the Engineers' working list will not be used in making computations under this agreement.
3. This agreement will not apply at points where no Engineers' extra board is maintained. It will apply, however, in cases of employes sent to outlying points to perform demoted engineer service.
4. An employe who contends he is entitled to be made whole under this agreement will render a time slip at the end of the calendar month involved, claiming difference in earnings.

This agreement signed at St. Louis, Missouri, this 21st day of August, 1968, will become effective September 1, 1968.

For the Organization:


B. F. Worden, General Chairman


E. A. Thompson, Vice President

For the Carrier:


O. B. Sayers
Director of Labor Relations

Carrier's File: 277-6665

*Make Whole
Agreements*

MEDIATION AGREEMENT

Between

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

and

BROTHERHOOD OF RAILROAD TRAINMEN

In full and final settlement of notice served by the Brotherhood of Railroad Trainmen on the Missouri-Kansas-Texas Railroad Company on April 28, 1967, ~~BRT~~ File No. 1-1177, dealing with use of brakemen off their regular assignment, the parties hereto agree as follows:

The Carrier will pay a brakeman who occupies a regular assignment in any class of service and who is called to protect extra or emergency service on other assignment in any class of service not less than he would have earned had he remained on his regular assignment.

The above provisions shall become effective August 1, 1968, and shall continue in effect subject to the provisions of Article 60 of the current working agreement No. DP-244 and of the amended Railway Labor Act.

SIGNED AT DALLAS, TEXAS, THIS 12th DAY OF JULY 1968.

FOR
BROTHERHOOD OF RAILROAD TRAINMEN

FOR
MISSOURI-KANSAS-TEXAS RAILROAD

S/ J. W. Fulmer
General Chairman

S/ A.F. Winkel
Vice President - Personnel

APPROVED:

S/ R.D. Jones
Vice President

WITNESSED:

S/ Raymond McFlroy
Mediator
National Mediation Board