

**VACATION  
AGREEMENT**

Chicago, Ill., May 17, 1944

National Mediation Board  
Case A-1640, Arb. 35.

TO -

Messrs. I. L. Sharfman, Chairman  
C. J. Goff, )  
L. W. Horning, ) Members

of the Arbitration Board constituted  
pursuant to the provisions of the  
Arbitration Agreement of April 19, 1944.

Gentlemen:

On April 19, 1944 the undersigned executed an agreement providing for the arbitration of certain disputes between certain carriers and certain classes of their employees. Pursuant to the terms of said agreement you were appointed as Members of the Board of Arbitration.

You are hereby notified that the parties have agreed to withdraw the questions submitted to arbitration by the agreement of April 19, 1944, all disputes to be arbitrated under said agreement having been settled and disposed of by the parties by agreement entered into this date, copy of which we enclose.

Very truly yours,

For the participating carriers:

By *L. D. Loomis*  
Chairman, Western Carriers' Conference Committee

By *H. A. Enoch*  
Chairman, Eastern Carriers' Conference Committee

By *R. B. Parrish*  
Chairman, Southeastern Carriers' Conference Committee

For the participating employees:

By *C. J. Goff*  
Assistant President,  
Brotherhood of Locomotive Firemen and Enginemen

By *H. W. Hayes*  
President, Order of Railway Conductors

By *T. A. Cushman*  
President, Switchmen's Union of North America

Encl.

## VACATION AGREEMENT

This vacation agreement, made this seventeenth day of May, 1944, by and between the participating carriers listed in Exhibits "A", "B" and "C", as shown in appendix of the Emergency Board's Report, dated September 25, 1943, and the railroad labor organizations, signatory hereto, acting for the employees shown and described in said exhibits as being represented by them, WITNESSETH:

By an agreement executed on the fourteenth day of January, 1944, between the participating carriers listed in said exhibits, and the employees represented by the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors, and the Switchmen's Union of North America, it was provided in part as follows:

"(a) The employees herein involved shall be entitled to a vacation of one week a year with pay, said pay to be based on the basic daily rate of last service performed.

"(b) The signatory parties, or their representatives, will meet on the earliest date mutually acceptable to both parties to negotiate as to certain details of the application of this section.

"(c) If such negotiations do not result in agreement, the matters unsettled will be arbitrated in accordance with the Railway Labor Act, as amended."

Pursuant to the agreement of the parties that they would negotiate as to certain details of the application of said vacation, the parties hereby agree that said vacation shall be administered in accordance with the provisions hereinafter set forth.

This vacation agreement is supplemental to, and made a part of, said agreement of January 14, 1944, as fully as if therein set forth.

IT IS HEREBY AGREED:

Section 1 (a) - Effective with the calendar year 1944, each employee subject to the scope of schedule agreements held by the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Switchmen's Union of North America, signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

(NOTE: In Dining Car Service - each eight hours paid for shall be considered the equivalent of one basic day.)

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation.

(b) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

Section 2 - Vacation allowances for employees qualified for a vacation under Section 1 hereof will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the compensation he would have earned during the seven-day vacation period had he continued at work on his assignment.

(b) Extra employees and furloughed employees will be paid on the basis of their respective earnings in the last semi-monthly payroll period preceding the starting date of vacation during which period the employee involved worked on as many as ten (10) calendar days, or earned pay equivalent to ten (10) minimum basic days - such earnings to be divided by the number of calendar days in such payroll period and the result to be multiplied by seven (7), the sum thus obtained to be the vacation allowance.

NOTE: Where weekly payroll periods are in effect, adjustments shall be made to conform as nearly as possible to this provision.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. Each employee qualified for vacation or payment in lieu thereof shall be paid the vacation allowance not later than the payroll covering his assigned vacation period.

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year and vacation pay allowed accordingly.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - No vacation with pay, or payment in lieu thereof, will be due an employee whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred 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 the chief executives of the three organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure

to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and its railroad employees represented by the respective organizations, signatory hereto.

Section 12 - This vacation agreement shall continue until Proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities and thereafter, except that this agreement arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated or thereafter to seek a change therein in accordance with the Railway Labor Act, as amended.

Section 13 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNED AT CHICAGO, ILLINOIS, this SEVENTEENTH DAY OF MAY, 1944.

For the participating carriers listed in Exhibit "A":

L. P. Loomis  
Chairman

R. L. White

J. A. Green

J. M. Loran

For the employees represented by the participating labor organizations:

Brotherhood of Locomotive Firemen and Enginemen

By B. J. Goff  
Assistant President

Order of Railway Conductors

By A. W. Trasey  
President

For the participating carriers  
listed in Exhibit "B":

H.A. Enochs

Chairman

E.A. Gill

M. Torming

G. J. Ray

J. W. Smith

C. W. Van Horn

For the participating carriers  
listed in Exhibit "C":

J. B. Parrish

Chairman

E. W. M. M.

R. V. Halsey

M. H. L. L.

C. D. C. M.

For the employees represented by  
the participating labor organiza-  
tions: (Cont.)

Switchmen's Union of North America

By T. B. C. C.  
President

Witnessed by:

S. E. Clarfman

MEMORANDUM

Chicago, Illinois, May 17, 1944

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Switchmen's Union of North America, and carriers represented by the Western, Eastern and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

Section 1 (a) of said agreement reads as follows:

"Effective with the calendar year 1944, each employee subject to the scope of schedule agreements held by the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Switchmen's Union of North America, signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

"(NOTE: In Dining Car Service - each eight hours paid for shall be considered the equivalent of one basic day.)

"Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation."

With reference to that portion of the section quoted above reading:

"\* \* \* if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules."

the parties agree that the following interpretations apply to said provision:

1. A trainmen in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.



3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

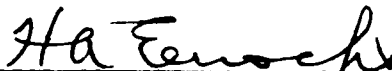
8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of ten hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of ten hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 11 hours, on duty eight hours within the first ten hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.



Chairman

Western Carriers' Conference Committee



Chairman

Eastern Carriers' Conference Committee



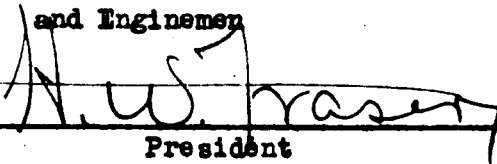
Chairman

Southeastern Carriers' Conference Committee



Assistant President

Brotherhood of Locomotive Firemen and Enginemen



President

Order of Railway Conductors



President

Switchmen's Union of North America

MEMORANDUM

Chicago, Ill., May 17, 1944.

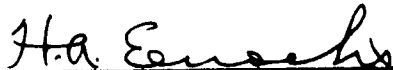
In connection with the last sentence of Section 6 of the agreement of May 17, 1944 by and between the carriers represented by the Western, Eastern, and Southeastern Carriers' Conference Committees and the employees of those carriers, represented by the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Switchmen's Union of North America:

It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.



Chairman

Western Carriers' Conference Committee



Chairman

Eastern Carriers' Conference Committee



Chairman


Southeastern Carriers' Conference Committee

  
Assistant President

Brotherhood of Locomotive Firemen and Enginemen

  
President

Order of Railway Conductors

  
President

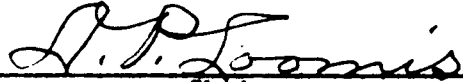
Switchmen's Union of North America

MEMORANDUM

Chicago, Ill., May 17, 1944

It is understood that it will not be practicable for all railroads to grant vacations under present conditions.

Where such conditions obtain, the management and organization representatives on each carrier should meet and work out a plan for payment in lieu of vacations until conditions permit actual granting of vacations.



Chairman

Western Carriers' Conference Committee



Chairman

Eastern Carriers' Conference Committee



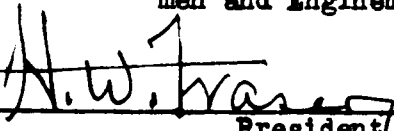
Chairman

Southeastern Carriers' Conference Committee



Assistant President

Brotherhood of Locomotive Firemen and Enginemen



President

Order of Railway Conductors



President

Switchmen's Union of North America

(COPY)

WESTERN UNION

Chicago, May 17, 1944

William M. Leiserson, Chairman,  
National Railway Labor Panel,  
Washington, D. C.

Pursuant to agreement of January 14, 1944 between the parties represented by the signatories to this communication in which provision was made for a vacation of one week a year with pay and for negotiation of the details of its application we have this day signed a vacation agreement implementing this provision. As a qualification for vacations the agreement requires the performance during the preceding calendar year of service amounting to not less than 160 basic days with a possible credit toward this service for employees assigned to extra lists of not more than 60 days on which they were available for service and did not perform any service. Employees having regular assignments are to be paid while on vacation the compensation they would have earned during the seven-day vacation period had they continued at work on their assignments. Extra employees and furloughed employees are to be paid for the seven-day vacation period the proportionate share of the compensation received by them during the last semi-monthly payroll period in which they worked at least 10 calendar days or earned pay equivalent to at least 10 basic days. Provision is also made for the cooperative arrangement and administration of vacations and for the handling to final settlement of disputes arising out of the interpretation or application of the provisions of the vacation agreement. Please advise whether this agreement requires your approval or any other approval. If approval is necessary, please consider this telegram as an application for such approval. Copies of the complete vacation agreement are being sent to you at once via air mail. Reply care Loomis.

D. P. LOOMIS, Chairman, Western Carriers' Conference Committee

H. A. ENOCHS, Chairman, Eastern Carriers' Conference Committee

J. B. PARRISH, Chairman, Southeastern Carriers' Conference  
Committee

C. J. GOFF, Asst. President, Brotherhood of Locomotive Firemen  
and Enginemen

H. W. FRASER, President, Order of Railway Conductors

T. C. CASHEN, President, Switchmen's Union of North America.

(COPY)

WESTERN UNION

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1944 MAY 17 PM 6 57

D. P. LOOMIS, CHAIRMAN=  
WESTERN CARRIERS CONFERENCE COMMITTEE  
482 UNION STATION BLDG.  
CHICAGO=

REPLYING TO JOINT TELEGRAM FROM REPRESENTATIVES OF CARRIERS AND OF  
LABOR ORGANIZATIONS WHO SIGNED VACATION AGREEMENT IN CHICAGO TODAY,  
WHICH TELEGRAM WAS READ TO ME OVER TELEPHONE, YOU ARE HEREBY ADVISED  
THAT IT IS PERMISSIBLE UNDER EXECUTIVE ORDER 9299 AND THE OUTSTANDING  
REGULATIONS OF WAGE STABILIZATION PROGRAM FOR THE CARRIERS TO PUT  
INTO EFFECT THE PROVISIONS OF THE VACATION AGREEMENT WITHOUT NOTICE  
TO THE CHAIRMAN OF THE NATIONAL RAILWAY LABOR PANEL AND WITHOUT HIS  
APPROVAL. CONFIRMATION OF THIS OPINION WILL BE SENT BY MAIL TO  
PARTIES TO THE AGREEMENT.

WM. M. LEISERSON, CHAIRMAN, NATIONAL RAILWAY LABOR  
PANEL.

9299.

NATIONAL RAILWAY LABOR PANEL

WASHINGTON, D. C.

2001 Federal Works Building

May 20, 1944

Mr. D. P. Loomis, Chairman  
Western Carriers' Conference Committee  
482 Union Station Bldg.  
Chicago, Illinois

Mr. H. A. Enochs, Chairman  
Eastern Carriers' Conference Committee  
Broad Street Station Building  
Philadelphia, Pennsylvania

Mr. J. B. Parrish, Chairman  
Southeastern Carriers'  
Conference Committee  
The Chesapeake and Ohio Ry. Co.  
Richmond, Virginia

Mr. Carl J. Goff, Assistant Pres.  
Brotherhood of Locomotive  
Firemen and Enginemen  
318 Keith Bldg.  
Cleveland 15, Ohio

Mr. H. W. Fraser, President  
Order of Railway Conductors  
O. of R. C. Bldg.  
Cedar Rapids, Iowa

Mr. T. C. Cashen, President  
Switchmen's Union of North America  
3 Linwood Ave.  
Buffalo 2, New York

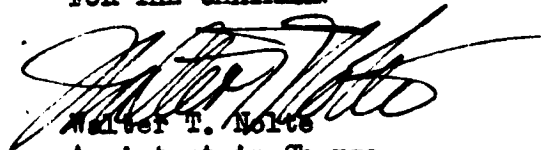
Gentlemen:

This is to advise you of receipt of a copy of the  
Vacation Agreement you signed on May 17, 1944 and to confirm  
the Chairman's telegram of that date in which you were  
advised that the provisions of the Agreement require no  
approval under Executive Order 9299.

It is the Chairman's opinion that carriers parties  
to the Agreement may put its provisions into effect in  
conformity with the Wage and Salary Stabilization Program  
without notice to the Chairman and without his specific  
approval.

Very truly yours,

FOR THE CHAIRMAN

  
Walter T. Norris  
Assistant in Charge  
Wage and Salary Stabilization