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OCTOBER 10, 1955

MEDIATION AGREEMENT CASE NO. A-4865

AND

AGREEMENT DATED OCTOBER 10, 1955

BETWEEN

RAILROADS REPRESENTED BY THE
WESTERN CARRIERS' CONFERENCE COMMITTEE
AND THE EMPLOYEES OF SUCH RAILROADS
REPRESENTED BY THE
SWITCHMEN'S UNION OF NORTH AMERICA

MEDIATION AGREEMENT

Case No. A-4865

SWITCHMEN'S UNION OF NORTH AMERICA

AND

WESTERN CARRIERS' CONFERENCE COMMITTEE

In settlement of differences as set forth in Docket Case No. A-4865 of the National Mediation Board and under the provisions of the Railway Labor Act, as amended, it is mutually agreed that the questions in dispute are hereby disposed of by the execution of agreement as of this date, copy of which is attached hereto.

SIGNED AT CHICAGO, ILLINOIS, this 10th day of October, 1955.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE
SWITCHMEN'S UNION OF NORTH AMERICA

L. Loomis
Chairman

W. H. Harte
W. H. Daniels

[Signature]
C. Buckley

[Signature]

E. J. Bradman

L. A. Combs

C. A. Pearson

James Keenan

WITNESS:

[Signature]
Chairman, National Mediation
Board

A G R E E M E N T

This Agreement made this 10th day of October, 1955, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the Western Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Switchmen's Union of North America through their conference committee.

IT IS HEREBY AGREED:

ARTICLE 1 - WAGE INCREASES - GENERAL

(a) Effective October 1, 1955, all basic daily rates of pay shall be increased by $6\frac{1}{2}$ cents per hour or 52 cents per basic day.

(b) Also effective October 1, 1955, all basic daily rates of pay shall be increased by an additional 4 cents per hour or 32 cents per basic day. This additional increase of 4 cents per hour (32 cents per basic day) is in lieu of the offer of the carriers made through the Western Carriers' Conference Committee in letter dated September 15, 1955 "to set up a medical and hospital insurance plan for employees represented by the Switchmen's Union of North America 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 Switchmen's Union of North America on individual railroads desires to pursue pending notices for health and welfare benefits or to move for a carrier-financed health and welfare plan, this additional 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.

(c) In application of increases provided for in paragraphs (a) and (b) of this ARTICLE 1 -

1. All arbitraries, miscellaneous rates or special allowances as provided in the schedules or wage agreements shall be increased under this agreement in proportion to the daily increase herein granted.

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

3. Where agreements now provide for additional payment for yard conductors (foremen) acting as footboard yardmasters, such payment shall not be less than two-thirds of one hour's pay in excess of the yard conductors' (foremen's) daily rate.

4. Basic daily rates for car retarder operators shall be determined by adding 80 cents to the basic daily rate for yard conductors (foremen).

ARTICLE 2 - FIVE-DAY WORK WEEK

(a) Effective December 1, 1955, paragraphs (a) and (b) of Section 1 of ARTICLE 3 of AGREEMENT "A", entered into by the parties hereto under date of September 21, 1950, are cancelled in their entirety and are replaced by the following substitute Section 1 of ARTICLE 3 of the above-mentioned AGREEMENT "A":

"ARTICLE 3 - FIVE-DAY WORK WEEK

"Section 1

"(a) Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all employees represented by the Switchmen's Union of North America a work week of 5 basic days. Except as otherwise provided in this agreement, the work week will consist of 5 consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

"(b) Except on railroads where the five-day work week already has been established, the designated officer or officers on each railroad and the representative or representatives designated by the Union will meet prior to December 1, 1955 and agree on details and methods for rebulletining and reassigning jobs to conform with the 5-day week. After all initial changes have been made to place the 5-day week in effect, subsequent changes will be made in accordance with schedule rules.

"(c) On railroads where the 5-day work week has been established prior to December 1, 1955, basic daily rates of pay for yard foremen, yard helpers and switchtenders, effective December 1, 1955, shall be increased by adding to the basic daily rates in effect November 30, 1955 the following new conversion adjustments:

Yard Foremen	\$0.98 per basic day
Yard Helpers	0.81 per basic day
Switchtenders	0.50 per basic day

"(d) On railroads where the 5-day work week has not been established prior to December 1, 1955, basic daily rates of pay for yard foremen, yard helpers and switchtenders, effective December 1, 1955, shall be increased by adding to the basic daily rates in effect November 30, 1955 the following new conversion adjustments:

Yard Foremen	\$1.30 per basic day
Yard Helpers	1.13 per basic day
Switchtenders	0.82 per basic day

"(e) After applying the new conversion adjustments set forth in paragraphs (c) and (d) of this Section 1, and under paragraph (c) 4 of ARTICLE 1 of this Agreement, standard basic daily rates of pay, effective December 1, 1955, will be as follows:

Car Retarder Operators	\$20.22
Yard Foremen	19.42
Yard Helpers	18.15
Switchtenders	16.29

"(f) As amended above, and as amended by ARTICLE 3 - VACATIONS - of the Agreement of April 22, 1954, ARTICLE 3 - FIVE-DAY WORK WEEK - of AGREEMENT "A" of September 21, 1950 will become a part of this agreement and will be applicable to the parties hereto, effective December 1, 1955."

ARTICLE 3 - CANCELLATION OF CONFLICTING AGREEMENTS

(a) Effective December 1, 1955, the so-called "INTERIM AGREEMENT" of September 21, 1950 is cancelled in its entirety.

(b) Effective December 1, 1955, AGREEMENT "B" of September 21, 1950 is cancelled in its entirety.

(c) Effective December 1, 1955, ARTICLE I - Basic Daily Rate - Yard Conductors (Foremen) - of the Agreement of May 11, 1955 is cancelled in its entirety.

ARTICLE 4 - COURT APPROVAL

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

ARTICLE 5 - 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 Chairman of the Carriers' Conference Committee signatory hereto, or his representative or successor and two representatives from Carriers on which the Union holds a contract, and the employee members of which shall be three representatives selected by the Union. 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.

ARTICLE 6 - RULES ADJUSTMENTS

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 this period.

ARTICLE 7 - SETTLEMENT

The Agreement of May 11, 1955 was in full and final settlement of the dispute, other than covered by Article II thereof, growing out of notices served by the employees, parties hereto, and by the carriers, parties hereto, on or about July 15, 1954, 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. This Agreement is in full and final settlement of the dispute covered by Article II of the Agreement of May 11, 1955 and, in consequence, also is in full and final settlement of the dispute growing out of the July 15, 1954 notices specified above.

ARTICLE 8 - TERMINATION

This Agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and those employees represented by the Switchmen's Union of North America 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 10th day of October, 1955.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE SWITCHMEN'S UNION OF NORTH AMERICA:

L. P. Loomis
Chairman

W. M. Harte
W. M. Daniels

A. V. Buckley

Thomas

E. B. Herdman

L. A. Combs

C. A. Pearson

James Keenan

WITNESS:

James Edwards
Chairman, National Mediation Board

WESTERN RAILROADS

LIST OF WESTERN CARRIERS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES DATED ON OR ABOUT JULY 15, 1954, SERVED UPON INDIVIDUAL RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE SWITCHMEN'S UNION OF NORTH AMERICA, OF DESIRE TO CHANGE THE EXISTING SCHEDULE AGREEMENTS AS SPECIFIED THEREIN, AND PROPOSALS FOR CERTAIN RULES CHANGES SERVED BY THE INDIVIDUAL RAILROADS ON THEIR EMPLOYEES REPRESENTED BY THAT ORGANIZATION.

(This authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the Switchmen's Union of North America.)

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- Chicago Great Western Railway
- Chicago, Rock Island and Pacific Railroad
- Davenport, Rock Island and North Western Railway
- Denver and Rio Grande Western Railroad, The
- Great Northern Railway
- Kansas City Terminal Railway
- Los Angeles Junction Railway
- Minneapolis & St. Louis Railway, The
- Railway Transfer Company of the City of Minneapolis, The
- Northern Pacific Terminal Company of Oregon, The
- 1: Saint Paul Union Depot Company, The
- Sioux City Terminal Railway
- Southern Pacific Company (Pacific Lines) (Excluding former El Paso & Southwestern System and Nogales, Arizona, Yard.)
- Southern Pacific Company (Pacific Lines) (Former El Paso & Southwestern System.)
- Southern Pacific Company (Pacific Lines) (Nogales, Arizona, Yard)
- Western Pacific Railroad, The

1: Authorization includes Train Directors and Assistant Train Directors.

For the Carriers:

For the
Switchmen's Union of North America:

(Signed) R. F. WELSH

(Signed) W. A. FLEISCHER

Chicago, Illinois
May 11, 1955

OFFER OF THE CARRIERS MADE THROUGH THE WESTERN CARRIERS' CONFERENCE COMMITTEE UNDER DATE OF SEPTEMBER 15, 1955, REFERRED TO IN PARAGRAPH (b) OF ARTICLE I OF THE ATTACHED AGREEMENT.

WESTERN CARRIERS' CONFERENCE COMMITTEE
Union Station Building - Room 482
Chicago 6, Illinois

September 15, 1955

Mr. W. A. Fleete
International President
Switchmen's Union of North America
Atlantic Hotel
Chicago, Illinois

Dear Sir:

Referring to National Mediation Board Case A-4865, covering dispute between the carriers represented by the Western Carriers' Conference Committee and their employes represented by the Switchmen's Union of North America:

The carriers hereby submit the following proposition as a package settlement of the entire matter with the thought that it may be helpful in our effort to dispose of all of the issues referred to:

(a) A five-day week adjustment to be made for yard service employes in accordance with the formula proposed by Presidential Emergency Board No. 110 in the dispute involving the Brotherhood of Locomotive Firemen and Enginemen. We understand that you are familiar with this formula and therefore have not set it forth in detail in this letter.

(b) In making its recommendations for disposition of the five-day week matter, Presidential Emergency Board No. 110 also recommended methods of handling certain rules proposals of the carriers. It is the carriers' position that if the five-day week adjustment recommended by Presidential Emergency Board No. 110 is to be applied to employes represented by the Switchmen's Union of North America, the recommendations of such Board with respect to the carriers' rules proposals should also be applicable.

(c) Yard men in addition to the adjustment set forth in paragraph (a) to receive a general wage increase of 4 cents per hour or 32 cents per basic day, such increase to become effective at the same time and under the same conditions as the adjustment proposed in paragraph (a);

(d) The carriers to set up a medical and hospital insurance plan for employes represented by the Switchmen's Union of North America similar to that now in effect for Non-Operating employes, the cost of such plan to be not in excess of \$6.80 per month which will be borne by the carriers;

(e) The effective dates of the items above set forth to be agreed upon.

We would appreciate a written reply to this proposition with your comments as to each of the items set forth.

Yours very truly,

WESTERN CARRIERS' CONFERENCE COMMITTEE

By: *L. P. Loomis*
Chairman