

AGREEMENT DATED APRIL 22, 1954
BETWEEN RAILROADS REPRESENTED BY THE
WESTERN CARRIERS' CONFERENCE COMMITTEE
AND THE EMPLOYEES OF SUCH RAILROADS
REPRESENTED BY
THE SWITCHMEN'S UNION OF NORTH AMERICA
COVERING

1. Cancellation of Cost-of-Living Adjustment and inclusion of prior adjustments in basic rates.
2. Wage increases, effective December 16, 1953.
3. Vacation provisions, effective January 1, 1954.
4. Memorandum dated April 22, 1954.
5. Memorandum RE: Mediation Case No. A-4450, dated April 22, 1954.

A G R E E M E N T

This agreement made this 22nd day of April, 1954, 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 shown thereon and represented by the SWITCHMEN'S UNION OF NORTH AMERICA through their Conference Committee.

IT IS HEREBY AGREED:

ARTICLE 1.

Effective December 16, 1953, Article 2 - Cost-of-Living Adjustment - contained in the several agreements of September 21, 1950, between the parties signatory hereto, is hereby cancelled and adjustments made under said Article 2 up to and including the adjustment of October 1, 1953, shall be included in the basic rates.

ARTICLE 2 - WAGE INCREASES - GENERAL

(a) Effective December 16, 1953, all basic daily rates of pay shall be increased 5¢ per hour or 40¢ per basic day.

(b) In application of increases provided for in paragraph (a) of this Article 2 -

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 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 be not less than two-thirds of one hour's pay in excess of the yard conductors' (foremen's) daily rate.

ARTICLE 3 - VACATIONS

Effective January 1, 1954, Sections 1 and 2 of the Vacation Agreement, dated April 29, 1949, in so far as they apply to the employees represented by the Switchmen's Union of North America and Section 7 of Article 3 of Agreement "A" of September 21, 1950, between the parties signatory hereto, shall be eliminated and the following substituted therefor:

Section 1 (a) - Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, 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 organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

ARTICLE 3 - VACATIONS - (continued)

(b) - Effective July 1, 1949, the scope of schedule agreements held by the the April 29, 1949 Vacation Agreement, having tinuous service with employing carrier will t vacation of two weeks with pay, or pay in lieu preceding calendar year the employee renders agreements held by the organizations signator Vacation Agreement amounting to one hundred s miles or hours paid for as provided in indivi the said five or more years of continuous ser not less than eight hundred (800) basic days for as provided in individual schedules.

(c) - Effective January 1, 19 to the scope of schedule agreements held by North America, having fifteen or more years employing carrier will be qualified for an a weeks with pay, or pay in lieu thereof, if, year the employee renders service under sche organizations signatory to the April 29, 194 to one hundred sixty (160) basic days in mil provided in individual schedules and during of continuous service renders service of not (2400) basic days in miles or hours paid for schedules.

(d) - In dining car service, after July 1, 1949 - each seven and one-half be considered the equivalent of one basic da tions 1(a), 1(b) and 1(c).

(e) - Calendar days on which extra list is available for service and on w service, not exceeding sixty (60) such days, w determination of qualification for vacation; a in excess of thirty (30), on which an employee to perform service because of injury received

(f) - Where an employee is di thereafter restored to service during the s seniority unimpaired, service performed pric sequent to reinstatement during that year sh determination of qualification for vacation

Where an employee is discharg after restored to service with seniority und after such discharge and restoration shall l eight hundred (800) basic days under Section hundred (2400) basic days under Section 1 (c

ARTICLE 3 - VACATIONS - (continued)

(g) - 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.

(h) - Beginning on the date Agreement "A" between the parties, dated September 21, 1950, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Switchmen's Union of North America, are concerned:

(1) In the application of Sections 1(a), 1(b) and 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

(2) Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement "A" becomes effective, shall not be changed.

(3) The 60 and 30 calendar days referred to in Section 1(e) shall not be subject to the 1.2 computation provided for in Sections 1(a), 1(b) and 1(c).

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacation as follows:

(a) - An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.

(b) - An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.

ARTICLE 3 - VACATIONS - (continued)

(c) - An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1 (c) shall be paid $3/52$ of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than eighteen (18) minimum basic days' pay at the rate of the last service rendered.

(d) - Beginning on the date Agreement "A" between the parties, dated September 21, 1950, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Switchmen's Union of North America, are concerned:

Yard Service

(1) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid $1/52$ of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid $1/52$ of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

Yard Service

(3) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid $1/26$ of the compensation earned by such employee, under schedule agreements held

ARTICLE 3 - VACATIONS - (continued)

by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(4) An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Yard Service

(5) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1 (c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(6) An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1 (c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time

ARTICLE 3 - VACATIONS - (continued)

such employee is working in road service such pay shall be not less than eighteen (18) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

(7) With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

ARTICLE 4 - APPROVAL

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

ARTICLE 5 -

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 22nd day of April, 1954.

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. A. Flute
International President

M. G. Anderson

Edward Hampton
Member of Committee

E. B. Herdman

James Keenan
Member of Committee

[Signature]

Neil P. Spire
Member of Committee

[Signature]

[Signature]
Member of Committee

WITNESS

[Signature]
Mediator, National Mediation Board

MEMORANDUM

Chicago, Illinois
April 22, 1954.

Referring to the vacation agreement, as amended by the agreement signed this date, between employees represented by the Switchmen's Union of North America and carriers represented by the Western Carriers' Conference Committee:

Effective January 1, 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, dies before receiving such vacation or payment in lieu thereof, payment of the allowance for such vacation shall be made to his widow.

For example, if an employee performs 160 days of service in 1953 and dies in 1954 before receiving his 1954 vacation, payment in lieu thereof will be made to his widow. No vacation allowance will be due for 1955 even though such employee may have worked 160 days in 1954.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

L. P. Loomis
Chairman

W. C. Anderson

C. B. Herdman

James J. [unclear]

J. J. [unclear]

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

W. A. [unclear]
International President

Edward F. [unclear]
Member of Committee

James Keenan
Member of Committee

Neil P. Speirs
Member of Committee

W. G. [unclear]
Member of Committee

WITNESS

[Signature]
Mediator, National Mediation Board

MEMORANDUM RE: Mediation Case No. A-4450

The parties to the above dispute have this date entered into a formal agreement with respect to general wage increase and vacation provisions.

The parties hereby agree that, except as hereinafter provided, all proposals contained in the notices served by employes represented by the Switchmen's Union of North America on or about October 1, 1953, and by the carriers on such employes on various dates between October 1 and November 1, 1953, are hereby withdrawn.

Item 6 - Foremen's Differential proposal - contained in the notice of October 1, 1953 served by the employes represented by the Switchmen's Union of North America remains in mediation and as to said Item 6, mediation is hereby temporarily recessed by the National Mediation Board and may be resumed at a later date under the procedures of the Railway Labor Act.

Dated at Chicago, Illinois this 22nd day of April, 1954.

FOR THE CARRIERS:

WESTERN CARRIERS' CONFERENCE COMMITTEE

By *L. P. Loomis*
Chairman

FOR THE EMPLOYES:

W. A. Flute
International President,
Switchmen's Union of North America

APPROVED:

P. J. MacDwyer
Mediator, National Mediation Board

WESTERN CARRIERS

LIST OF WESTERN CARRIERS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, IN CONNECTION WITH NOTICES DATED ON OR ABOUT OCTOBER 1, 1953, SERVED UPON INDIVIDUAL RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE SWITCHMEN'S UNION OF NORTH AMERICA, OF DESIRE TO AMEND THE EXISTING SCHEDULE AGREEMENTS TO PROVIDE AS SET FORTH IN THE PROPOSITION ATTACHED TO SAID NOTICES UNDER THE CAPTIONS BASIC WAGE CHANGES, CORRECTION OF WAGE INEQUITIES, EXISTING COST-OF-LIVING ADJUSTMENTS, COST-OF-LIVING ADJUSTMENTS, SHIFT DIFFERENTIALS, FOREMEN'S DIFFERENTIAL, FOOTBOARD YARDMASTERS, RATES FOR SWITCHTENDERS, HOLIDAY PAY, OVERTIME, VACATIONS, AND SICK LEAVE; ALSO, THE PROPOSALS FOR CERTAIN RULES CHANGES SERVED BY THE INDIVIDUAL RAILROADS ON THEIR EMPLOYEES REPRESENTED BY THE ABOVE-NAMED ORGANIZATION ON OR PRIOR TO THE DATE OF THE INITIAL CONFERENCE ON THE RESPECTIVE PROPERTIES.

(Subject to the indicated footnotes, 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.)

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
 1:Northern Pacific Terminal Company of Oregon, The
 2:St. Paul Union Depot Company, The
 Sioux City Terminal Railway
 3:Southern Pacific Company (Pacific Lines) (Excluding former
 El Paso & Southwestern System and Nogales, Arizona, Yard.)
 3:Southern Pacific Company (Pacific Lines) (Former El Paso &
 Southwestern System.)
 Southern Pacific Company (Pacific Lines) (Nogales, Arizona,
 Yard.)
 3:Western Pacific Railroad, The

NOTES:

- 1:Authorization includes notice dated November 10, 1953 served upon the carrier by the General Chairman of the S.U.N.A. requesting changes in certain rules of the current schedule agreement.
 2:Authorisation includes Train Directors and Assistant Train Directors.


NOTES: (Continued)

3: Authorization includes notice dated October 1, 1953 served upon the carrier by the General Chairman of the S.U.N.A. requesting changes in certain rules of the current schedule agreement.

FOR THE CARRIERS:

FOR THE
SWITCHMEN'S UNION OF NORTH AMERICA





Chicago, April 22, 1954