

A G R E E M E N T    "A"

This Agreement made this twenty-first day of September, 1950, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof and represented by WESTERN CARRIERS' CONFERENCE COMMITTEE, subject to the authority granted to such committee, and the employees shown thereon and represented by the SWITCHMEN'S UNION OF NORTH AMERICA through their conference committee.

WITNESSETH:

WHEREAS on or about September 20, 1949 certain proposals were served on the carriers parties hereto by the Switchmen's Union of North America on behalf of yard service employees; and

WHEREAS on or about the same date certain proposals on behalf of the carriers parties hereto were served on the employees of said carriers represented by the Switchmen's Union of North America, and

WHEREAS the parties conferred with respect to said proposals of September 20, 1949:

IT IS AGREED:

ARTICLE 1 - BASIC DAILY RATES OF PAY

Section 1

Effective July 1, 1950,

(a) 5 cents will be added to the basic daily rate for yard foremen and yard helpers; and

(b) Basic daily rates for car retarder operators shall be determined by adding 80 cents to the basic daily rate for yard foremen - making the basic daily rates of pay as follows:

Car retarder operators.....	\$13.91
Yard foremen.....	\$13.11
Yard helpers.....	\$12.26
Switchtenders.....	\$10.71

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

Section 2

Effective October 1, 1950,

(a) An increase of 18 cents per hour or \$1.44 per day and, in consideration of other provisions of this agreement, a further increase of 5 cents per hour or 40 cents per day shall be added making the basic daily rates of pay as follows:

*Switching Limits*

Car retarder operators .....	\$15.75
Yard foremen.....	\$14.95
Yard helpers.....	\$14.10
Switchtenders .....	\$12.55

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

(b) All arbitrarities, miscellaneous rates, or special allowances as provided in the schedule or wage agreements shall be increased under this agreement in proportion to the daily increase under this section.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying next higher quarter of a cent.

**ARTICLE 2 - COST-OF-LIVING ADJUSTMENT**

(a) A cost-of-living adjustment will be determined in accordance with changes in the "Consumers' Price Index for Moderate Income Families for Large Cities Combined" - "All Items" (1935-1939 = 100) - as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumers' Price Index. For the purpose of this computation an arbitrary base index of 174.0 is agreed to. The cost-of-living adjustment as hereinafter provided shall be made commencing January 1, 1951 and each three months thereafter based on the BLS Consumers' Price Index as of November 15, 1950 and the BLS Consumers' Price Index each third month thereafter as illustrated by the following table:

<u>BLS Consumers' Price Index as of:</u>	<u>Effective date of adjustment - First pay period on or after:</u>
November 15, 1950	January 1, 1951
February 15, 1951	April 1, 1951
May 15, 1951	July 1, 1951
August 15, 1951	October 1, 1951
November 15, 1951	January 1, 1952
February 15, 1952	April 1, 1952
May 15, 1952	July 1, 1952
August 15, 1952	October 1, 1952
November 15, 1952	January 1, 1953
February 15, 1953	April 1, 1953
May 15, 1953	July 1, 1953

(b) The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment, as provided for in paragraph (a).

(c) Wage rates in effect October 1, 1950 will not be reduced during the period of this agreement. However, such basic rates are subject to a cost-of-living adjustment which, if any, shall be added to the basic rates in effect October 1, 1950 in accordance with the following table; adjustments to be made on the dates specified in paragraph (a):

<u>BLS Consumers' Price Index</u>	<u>Cost-of-living allowance</u>
174.0 and less than 175.0	None
175.0 and less than 176.0	1¢ per hour
176.0 and less than 177.0	2¢ per hour
177.0 and less than 178.0	3¢ per hour
178.0 and less than 179.0	4¢ per hour
179.0 and less than 180.0	5¢ per hour
180.0 and less than 181.0	6¢ per hour

and so forth, with corresponding 1¢ adjustment for each 1 point change in the index. The initial allowance of 1¢ made when the index reaches 175.0 will not be eliminated unless the index reaches 174.0 or less.

Examples:

If the BLS Consumers' Price Index as of November 15, 1950 should be 175.0 and less than 176.0, 1¢ per hour shall be added effective January 1, 1951 as a cost-of-living adjustment; if such index as of February 15, 1951 should be 174.0 or less, then effective April 1, 1951 the cost-of-living adjustment which may have been established under this example will be eliminated.

If the BLS Consumers' Price Index as of November 15, 1950 should be 176.0 and less than 177.0, 2¢ per hour shall be added effective January 1, 1951 as a cost-of-living adjustment; if such index as of February 15, 1951 should be 175.0 and less than 176.0, then effective April 1, 1951 the cost-of-living adjustment established under this example will be reduced to 1¢ per hour.

(d) In the event the Bureau of Labor Statistics does not issue the specified BLS Consumers' Price Index on or before the effectives dates specified in paragraph (a), the cost-of-living adjustment will not become effective until the first pay period after release of the index.

(e) No adjustments, retroactive or otherwise, shall be made because of any revision which may later be made in the published figures of the BLS Consumers' 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 Consumers' Price Index in its present form and calculated on the same basis as the Index for August 15, 1950, 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 Consumers' Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for August 15, 1950, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index of 174.0, described in paragraph (a) hereof, and the several indexes listed in paragraph (c) hereof.

In the event the cost-of-living adjustment is discontinued under the provisions of Article 2, paragraph (f), rates in effect October 1, 1950 shall be restored effective with the next adjustment date as specified in paragraph (a) and either party shall be free to serve a notice for changes in rates of pay.

(g) The parties agree that this Article 2 shall remain in effect for a period of three years or until September 30, 1953, and thereafter subject to change under the provisions of the Railway Labor Act as amended.

ARTICLE 3 - FIVE-DAY WORK WEEK

Section 1

(a) Effective October 1, 1950, the carriers 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) The designated officer or officers on each railroad and the representative or representatives designated by the Union will meet prior to October 1, 1950 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 agreement rules.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Section 3

(a) When service is required by a carrier on a day off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by combination of regular and regular relief assignments or by extra employees (existing rules or practices under which unassigned employees may be used are preserved). Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have 5 consecutive days of work with designated days of service. They may have different starting times on different days within the periods specified in the starting time rules, and different points for going on or off duty on different days. Bulletins for regular relief assignments will contain a brief description of the general work comprehended but such descriptive title will not be a limitation as to the work which may be required of a relief crew. The general intent is to define as far as practicable work to be performed by relief crews. In a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

As far as practical regular relief assignments for crews or individuals shall be confined to two different starting time periods but this will not prohibit an assignment within three different starting time periods when necessary relief assignments cannot otherwise be set up at straight-time rates.

(b) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) of this Section 3.

(c) Regular relief assignments for yard crews will be established for the crew as a unit wherever practicable. However, in situations where it is impractical to relieve crews as a unit, the designated days off need not be the same for individual members of a crew. It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work to be performed. Representatives of the carrier and of the employees (General Chairman) will cooperate in designating days off of individual members of a crew.

(d) Representatives of the carrier and the union will cooperate in the establishment of an extra board at each point where yard service is maintained

to the end that relief service may be provided but in cases where a day of relief is to be filled and cannot be made a part of a regular relief assignment in a one engine or two engine yard and there are no extra men at the point, such day or days will be filled by the regular assigned men and paid at straight-time rates.

(e) Where there is not sufficient relief work to provide a regular relief assignment of 5 days per week, it will be permissible by agreement between the General Chairman and authorized carrier representatives to make a regular relief assignment for less than 5 days per week, and the man so assigned may then go to the extra board in his proper turn and protect extra work to and including a 5th day of his work week, but this will not constitute a guarantee of 5 days per week for the holder of such an assignment.

(f) Any rules which require a carrier to make a 6 or 7 day assignment shall be eliminated.

#### Section 4

Where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, and the situation cannot be met as provided in Section 3 (c), the rest days may be nonconsecutive or rest days may be accumulated over a period not to exceed five consecutive weeks.

#### Section 5 - Regular Employees

(a) Existing rules which relative to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned employees worked more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(1) Where days off are being accumulated under Section 4, or additional days are being worked under Section 3 (d);

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall

time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

#### Section 6 - Extra Employees

(a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in excess of eleven straight-time shifts in a semi-monthly pay period will be paid for at over-time rates.

Note: It is recognized that the carrier is entitled to have an extra employee work eleven straight-time shifts in a semi-monthly pay period without regard to overtime shifts which may be worked under provisions of the agreement of August 11, 1948. After an extra man has worked eleven straight-time shifts he will remain on the extra board but will not be used during the remainder of that period if other extra men are available who can work at the straight-time rate.

(b) In the event an additional day's pay at the straight-time rate is paid to an extra employee for other service performed or started during the course of his tour of duty, such additional day will not be utilized in computing the eleven straight-time shifts referred to in paragraph (a) of this section.

(c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6.

#### Section 7

The Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended, effective October 1, 1950, to provide the following:

##### Section 1 (a) -- 1 (b). Add:

In the application of Section 1 (a) and 1 (b) each basic day in yard service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 133 qualifying days in a calendar year).

Qualifying years accumulated, also qualifying requirements for years accumulated, prior to the year 1950 for extended vacations shall not be changed.

Section 1 (d). Add "Note:" The 60 and 30 calendar days referred to herein shall not be subject to the 1.2 computation provided for in Sections 1 (a) and 1 (b).

##### Section 2 (a). Add: Yard Service

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 Vacation Agreement

effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (f) 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.

Section 2 (b). Add: Yard Service

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 Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (f) 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.

Section 8

Existing weekly or monthly guarantees producing more than 5 days per week shall be modified to provide for a guarantee of 5 days per week. Nothing in this agreement shall be construed to create a guarantee where none now exists.

Section 9

(a) All regular or regular relief assignments for employees shall be for five (5) calendar days per week except as otherwise provided in this agreement.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, or selects another "days off" period on a strict seniority or mark-up board, will take the conditions of that assignment, "days off" period or mark-up board, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight-time rate.

(c) A regular assigned employee who under schedule rules goes on the extra board, may work on that board for the remainder of the semi-monthly pay period, provided the combined days worked on the regular assignment and the extra board do not exceed eleven (11) straight-time days.

(d) An employee who leaves the extra board for a regular or regular relief assignment will work the days of his new assignment at straight-time rate, without regard to the number of days he may have worked on the extra board.

Section 10

Rules and practices relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up boards," the right to claim work, etc., shall be changed or eliminated to conform to the provisions of this agreement and to permit the operation of the reduced work week on a straight-time basis with reasonable regularity.

ARTICLE 4 - COUPLING AND UNCOUPLING AIR, SIGNAL AND STEAM HOSE

Rules, agreements, interpretations or practices which prohibit or restrict the use of switchmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on switchmen performing such

work and no payment therefor will be made but where rules, agreements, interpretations or practices require payments to switchmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for a payment of only 95 cents.

Individual carriers may elect to retain their present rules or practices without modification, by so notifying their General Chairman prior to October 1, 1950.

#### ARTICLE 5 - YARD SWITCHING LIMITS

As switching needs expand at points where yard crews are employed management shall have the right to expand switching limits to conform to the needs of service.

As switching needs decrease because of diminution of business at points where yard crews are employed, management shall have the right to contract switching limits to conform to the needs of the service, but before doing so, management will confer with the representatives of the employees. If agreement is not reached within 30 days, management shall have the right to make effective such contraction of limits.

The right of management to change yard or switching limits at points where yard crews are not employed is recognized.

#### ARTICLE 6

All rules, interpretations or practices under existing agreements which conflict with this agreement shall be changed or modified to conform with this agreement.

#### ARTICLE 7

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

#### ARTICLE 8 - MORATORIUM

No proposals for changes in rates of pay, rules or working conditions will be initiated or progressed by the employees against any carrier or by any carrier against its employees, parties hereto, within a period of three years from October 1, 1950, except such proposals for changes in rules or working conditions which may have been initiated prior to June 1, 1950

#### ARTICLE 9

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, and if a decision is not rendered within 60 days from the close of such meeting, then either party may progress such disputes in accordance with the Railway Labor Act as amended.



ARTICLE 10

This agreement is in full and final settlement of the dispute growing out of notices served by the employees, parties hereto, and by the carriers, parties hereto, on or about September 20, 1949, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE 11

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 until September 30, 1953 and thereafter, subject to notices served in accordance with Section 6 of the Railway Labor Act, as amended.

SIGNED at WASHINGTON, D. C., this TWENTY-FIRST day of SEPTEMBER, 1950.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

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

.....  
D. P. Loomis, Chairman

.....  
A. J. Glover,  
International President

.....  
M. C. Anderson

WAGE-RULES COMMITTEE:

.....  
E. J. Connors

.....  
C. E. McDaniels

.....  
E. B. Herdman

.....  
Edward Hampton

.....  
S. C. Kirkpatrick

.....  
V. J. Sheffer

.....  
G. E. Mallery

.....  
T. Short

.....  
J. J. Sullivan

## WESTERN RAILROADS

LIST OF CARRIERS AS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE - 1950 AND THEIR EMPLOYEES REPRESENTED BY THE SWITCHMEN'S UNION OF NORTH AMERICA, IN CONNECTION WITH NOTICES DATED ON OR ABOUT SEPTEMBER 20, 1949, SERVED UPON CERTAIN WESTERN RAILROADS, REQUESTING CHANGES IN SCHEDULE AGREEMENTS TO PROVIDE AMONG OTHER THINGS, INCREASE IN RATES OF PAY, A 40-HOUR WORK WEEK, AND DOUBLE TIME FOR OVERTIME, SUNDAYS AND HOLIDAYS; AND IN CONNECTION WITH NOTICES SERVED ON OR ABOUT THE SAME DATE BY CERTAIN WESTERN RAILROADS UPON THEIR EMPLOYEES REPRESENTED BY THE SWITCHMEN'S UNION OF NORTH AMERICA OF DESIRE AND INTENT TO CHANGE EXISTING RULES, REGULATIONS, INTERPRETATIONS OR PRACTICES, HOWEVER ESTABLISHED, TO THE EXTENT AND AS SHOWN IN SAID NOTICES.

(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 Ry. Co.

Chicago, Rock Island & Pacific R.R. Co.

Davenport, Rock Island and North Western Ry. Co.

Denver and Rio Grande Western R.R. Co., The

Great Northern Ry. Co.

Minneapolis & St. Louis Ry. Co., The

Railway Transfer Company of the City of Minneapolis, The

Northern Pacific Terminal Company of Oregon, The

St. Paul Union Depot Co., The

Western Pacific R.R. Co., The

June 16, 1950

FOR THE CARRIERS:

R. F. WELSH

FOR THE SWITCHMEN'S UNION OF  
NORTH AMERICA:

A. J. GLOVER