

# **GREAT NORTHERN RAILWAY COMPANY**



## **SCHEDULE OF RATES, RULES and REGULATIONS FOR SWITCHMEN**

**REPRESENTED BY  
SWITCHMEN'S UNION OF NORTH AMERICA  
AFL-CIO**



**EFFECTIVE SEPTEMBER 1, 1957**

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## SCHEDULE FOR SWITCHMEN

Agreement between the Great Northern Railway Company and its Switchmen, as hereinafter defined, represented by the Switchmen's Union of North America, AFL-CIO, and governing their rates of pay (effective November 1, 1956), rules and working conditions. This Agreement to become effective September 1st, 1957, and shall continue thereafter until thirty (30) days after notice has been given in writing by either party hereto to the other of its desire for amendment, revision or cancellation thereof, and shall supersede all previous agreements, rulings or interpretations which are in conflict therewith.

Switchmen, as herein referred to, shall be understood to include all Car Retarder Operations, Switch Foremen, Yard Helpers and Switchtenders.

It is further agreed that all rulings, interpretations and Memorandums of Agreement, as referred to herein, shall become a part of this Agreement.

**RULE 1. Basic daily rates of pay of switchmen effective November 1, 1956, November 1, 1957 and November 1, 1958, in compliance with the provisions of Article I of Mediation Agreement dated March 8, 1957, between Switchmen's Union of North America and the Western Carriers' Conference Committee. (Appendix D). (See Article V, Cost-of-Living Adjustment).**

### FIVE-DAY WORK WEEK

	11-1-1956	11-1-1957	11-1-1958
Car Retarder Operators .....	\$21.22	\$21.62	\$22.02
Switch Foremen .....	20.42	20.82	21.22
Yard Helpers .....	19.15	19.55	19.95
Switch Tenders .....	17.29	17.69	18.09

**RULE 2. Basic Day.**

Eight hours or less shall constitute a day's work for switchmen.

**RULE 3. Assigned Hours.**

Switchmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of the crew. So far as practicable, assignments shall be restricted to eight hours work.

**RULE 4. Point for Going On and Off Duty.**

The pay of switchmen shall continue until they reach the point at which they start work, and yard crews shall have a designated place for going on and off duty. The point for

going on and off duty will be governed by local conditions. In certain localities instructions will provide that switchmen will report at the hump; others report at yard office; others at engine houses and ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but that the designation will indicate a definite and recognized location.

#### **RULE 5. Work within Switching Limits.**

(a). All transfer, construction, maintenance of way, work and wrecker services, performed within switching limits, will be the work of switchmen, who will receive switchmen's rate of pay therefor.

(b). Each road train crew may be used to perform construction, maintenance of way, work and wrecker train services in continuation of Road-Line construction, maintenance-of-way, work and wrecker train services within switching limits not to exceed two and one-half ( $2\frac{1}{2}$ ) hours during any twenty-four (24) hour period, with the understanding such services, as herein itemized, are confined exclusively to the Main line track.

(c). The two and one-half ( $2\frac{1}{2}$ ) hour period referred to in paragraph (b) not to include time consumed for meal periods, awaiting to meet or be passed by other trains, yarding their own train and/or an Ace of Providence.

#### **RULE 6. Pilots and Engine Herders.**

Pilots will receive Foreman's pay; Engine Herders will receive Helper's pay.

#### **RULE 7. Overtime.**

#### **OVERTIME—REGULAR MEN.**

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime, on the minute basis at one and one-half ( $1\frac{1}{2}$ ) times the hourly rate. This rule applies only to service paid on an hourly or daily basis, and not to service paid on mileage or road basis.

This rule is subject to Decisions on Questions 119 and 125 of interpretation No. 1 to Supplement 16 to General Order No. 27, U. S. R. R. A., as follows:

#### **QUESTION 119.**

What compensation should be allowed for additional service where a crew is regularly assigned to work 12 midnight to 8:00

A.M. and (service performed not affected by exceptions outlined in this rule), (a) Is required to cover the third shift on the same day—4:00 P.M. to 12 midnight? (b) Is required in an emergency to work 8:30 A.M. until 11:30 A.M.? (c) Is required in an emergency to work 8:00 P.M. to 12 midnight (four hours) on the same day? (d) Is given 48 hours notice and assignment is moved up an hour starting at 11:00 P.M. and being relieved at 7:00 A.M. and consequently in the 24-hour period works nine hours, but not more than eight hours on a shift?

### **DECISION.**

(a). Eight hours at time and one-half. (b) Eight hours at time and one-half. (c) Eight hours at time and one half. (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

### **QUESTION 125.**

If a yard crew was assigned for 10 hours and for some reason was relieved at the expiration of eight hours, what number of hours is to be allowed?

### **DECISION.**

A minimum of eight hours. Assignments should be for eight hours and time worked in excess thereof should be paid as overtime.

### **OVERTIME—EXTRA MEN.**

Except as indicated below, or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime on a minute basis at one and one-half ( $1\frac{1}{2}$ ) times the hourly rate.

In the application of this rule, the following shall govern:

(a). This rule applies only to service paid on an hourly or daily basis, and not to service paid on mileage or road basis.

(b). A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employes paid road rates but governed by yard rules.)

(c). Where an extra man commences work on a second shift in a twenty-four (24) hour period, he shall be paid at time and one-half for such second shift, except when it is started twenty-two and one-half ( $22\frac{1}{2}$ ) to twenty-four (24) hours from the starting time of the first shift.



A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d). An extra man changing to a regular assignment, or a regularly assigned man reverting to the extra list, shall be paid at the pro rata rate for the first eight (8) hours of work following such change.

(e). Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

**Note (1):** On railroads where a seniority board is in effect, the rule shall include a provision that in cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

**Note (2):** The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employe's relief fails to report at the fixed starting time.

#### **RULE 8. Size of Crews.**

A yard crew shall consist of not less than one foreman and two helpers.

#### **RULE 9. Other Service.**

(a). Switchmen assigned to other than their regular duties will be paid the established rate for service performed, except as provided in Rule 16; but in no case shall the switchmen so assigned be paid less than on the basis of their regular rate.

(b). When regularly assigned switchmen are called by the Carrier to protect temporary vacancies in road service due to a shortage of brakemen, they will be paid the rate of pay of their regular assignment and time and one-half for all time in excess of eight (8) hours, computed on a continuous time basis from the time called to report for service until they are returned to the terminal at which they were initially called. Extra list switchmen will be compensated at the switch helpers' rate.

When switchmen voluntarily state a preference for temporary brakemen's vacancies, they will be paid the switch helpers' rate of pay, but under the rules applicable to road brakemen.

#### **RULE 10. Starting Time.**

(a). Regular assigned switchmen will each have a fixed starting time, and the starting time of a crew will not be

changed without at least forty-eight (48) hours advance notice. Switchmen regularly assigned to transfer service will not be subject to yard starting time rules, unless performing yard work in addition to transfer work.

(b). Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second, 2:30 P.M. and 4:00 P.M.; and the third, 10:30 P.M. and 11:59 P.M.

(c). Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in paragraph (b).

(d). Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M.; and the second not later than 10:30 P.M.

(e). Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in paragraph (b) or (d).

(f). At points where only one yard crew is regularly employed, they can be started at any time subject to sixteen (16) hours advance notice.

(g). Where mutually agreeable on account of conditions produced by having two standards of time, starting time may be changed one hour from period above provided.

(h). Additional switchmen may be called at any time to augment and to perform independent extra helper engine service, providing it does not interfere with any present practice of assigning switchmen to regular pilot helper service. Extra helper engine pilot will be called as provided in Rule 22(a).

## **RULE 11. Regular Assignment.**

(a). Regularly assigned switchmen, as designated in Rule 10(a), means switchmen assigned on bulletin or established by the exercise of seniority rights to a regular shift, or to the employee filling such assignment during the incumbent's absence.

### **(b). Continuous Service.**

Continuous service, as specified in Rule 10(b), means service throughout the twenty-four (24) hours without a lapse of time between shifts in excess of one hour and thirty minutes.

(c). Continuous service, as specified in Rule 10(c), means continuity of service through two shifts without a lapse of time between shifts in excess of one hour and thirty minutes.

### **(d). Non-continuous Service.**

Two shifts not in continuous service, as specified in Rule 10(d), means two shifts separated at each end by a lapse of time in excess of one hour and thirty minutes.

**(e). Independent Assignment.**

An independent assignment, as specified in Rule 10(e), means an assignment not worked in conjunction with, nor in continuation of, other regularly assigned service in the same yard.

**(f).** Subject to these definitions, any individual assignment may be started at any time within the spread of hours designated as the starting time of such shift.

**RULE 12. Lunch Period.**

Switchmen will be allowed twenty minutes for lunch between four and one-half and six hours from the time of starting work, without deduction in pay. Lunch period must be given and completed within the specified one and one-half hours period. If no lunch period has been permitted up to five hours forty minutes from starting time, employees are then entitled to stop work for twenty minutes at that time for such purpose. Switchmen in yard service will not be required to work more than two hours overtime continuous with their regular shift without being allowed a second thirty minute period to eat.

When switchmen are required to double through two consecutive shifts after completing an eight hour assignment on the previous shift, they will be allowed reasonable time to secure a meal, with the maximum of one hour, before starting succeeding shift.

**NOTE:** Switchtenders will be held responsible for their regular duties during lunch period.

**RULE 13. Time Slips and Corrections.**

Foreman of each crew will promptly report time of himself and crew, and switchtender time of himself, on time slips. When for any reason the time claim is not allowed, switchmen involved will be advised promptly in writing of any correction and the reason therefor.

**RULE 14. Omitted Time.**

When there is a verified shortage of eight (8) hours or more, check will be promptly issued for the amount short, upon request of the interested switchman.

**RULE 15. Time Limit on Claims.**

All claims or grievances arising on and after November 1, 1948 shall be handled as follows:

**(a).** All claims or grievance must be presented in writing by or on behalf of the employee involved to the officer of the company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within sixty (60) days from

the date same is filed, notify the employe or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

(b). If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances.

(c). The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty (60) days after written notice of the decision of said officer, he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within one (1) year from the date of said officer's decision, proceedings are instituted by the employe or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

(d). All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e). This rule recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employes they represent.

(f). This rule shall not apply to requests for leniency.

## **RULE 16. Road Service.**

Where regularly assigned to perform service within switching limits, switchmen will not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour for the class of service

performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in such service.

#### **RULE 17. Resume Duty After 16 Hours.**

Regular assigned switchmen required to work sixteen (16) hours will resume work when their rest period is up under the Federal law, and their pay will commence from their established starting time, except as provided in Rule 7.

#### **RULE 18. Promotion.**

(a). Switchmen, including switchtenders, will be given an opportunity for promotion in the order of their respective seniority, and, when they qualify by examination for promotion, will thereupon be given a seniority date in such higher classification in the same relative order of their standing on the seniority roster from which promoted, and will retain and accumulate seniority in the class from which promoted. In consideration that switchmen's seniority roster may comprise more than one yard, it will be recognized that switchmen cannot always be accommodated with examinations for promotion to higher classifications in their relative seniority order, but, after qualifying by examinations, switchmen will be shown on the seniority roster of higher classification in the same relative order of their standing on the seniority roster from which promoted.

(b). Switchmen unable to so qualify by examination for promotion in their turn; or who have declined promotion in their turn; or who have given up rights in a higher switchmen's classification, will upon written request, be given further opportunity to qualify when next examination class is held; and their seniority date in such higher classification shall be as of the date qualified.

(c). Yardmasters' positions will be filled, as far as possible, from the ranks of switchmen.

When additional yardmasters are needed at any point, bulletin will be issued on that seniority district for a period of five (5) days. The senior, qualified switch foreman, with not less than one year's seniority as foreman, making application will be used as yardmaster.

Switchmen will not be called for yardmasters' service prior to eight (8) hours rest.

#### **RULE 19. Permanent Vacancy.**

(a). A permanent vacancy is a vacancy created by a switchman vacating his rights to a regular assignment either by being assigned to another position, or by being off his regular assignment for any reason for five (5) days, exclusive of vacation period provided in Consolidated Uniform Vacation Agreement.

(b). Extra Engine or New Position.

An extra engine or additional position put on and continued in service for four (4) consecutive dates on the same shift becomes subject to the conditions of a regular assignment; and if it is to be continued in service, it will be bulletined on the fifth day.

(c). When conditions reasonably establish that such extra engine or additional position will be continued in service it may be bulletined at once.

## **RULE 20. Bulletins.**

(a). Permanent vacancies or additional positions continued in service as described in Rule 19(a) and (b) will be bulletined in accordance with paragraph (b) of this rule.

(b). Bulletins governing assignments will identify assignment by name and number, (when assignments are numbered), time and place for going on duty, and assigned rest days.

Bulletins will be posted at all yards on the seniority district to switchmen affected.

At the point where bulletined vacancy exists, bulletin will close at 11:00 A.M. on the third (3rd) day following date of issuance. The senior qualified switchman in service at that point making application in writing for a bulletined position will be awarded the position at the close of the bulletin, but assignment will not become effective until the next succeeding calendar day, providing the successful applicant has eight (8) hours left to work under the Hours of Service law based on prior tie-up time.

At yards on the seniority district other than the point where the vacancy exists, switchmen will be accorded an additional forty-eight (48) hour period, computed from 11:00 AM on the third day following issuance of the bulletin, to place written application for the bulletined position. Any senior qualified switchman making application during the aforementioned forty-eight hour period will be assigned under the same procedure outlined in the preceding paragraph. Thereupon, the junior switchman initially assigned will become a free agent, as defined in Rule 20(f).

**EXAMPLE:** Bulletin is posted at Seattle on Monday advertising a new 6:30 A. M. switch engine assignment. The bulletin closes at 11:00 A. M. on Wednesday, and Switchman "A" in service at Seattle, being the successful applicant, is assigned in accordance with Rule 20(b). Thereafter, during the period from 11:00 A. M. Wednesday, until 11:00 A. M. Friday, Switchman "B" in service at Everett (senior to "A") places bid in writing for the bulletined vacancy. Senior Switchman "B" will be assigned and junior Switchman "A" becomes a free agent as defined in Rule 20(f).

No bids may be withdrawn after specified time of closing of bulletin.

When an employee is absent from service during the entire bulletin period of a new position or permanent vacancy, he shall be permitted to exercise seniority thereto provided he does so immediately upon return to service.

(c-1). Regularly assigned switch and transfer engines will be bulletined for five days' service per week, and will be paid the days of the assignment as bulletined, except that such assignments may be annulled on New Year's Day, Fourth of July (Dominion Day in Canada instead of Fourth of July), Thanksgiving Day and Christmas Day, without cancellation of the assignment and without payment for those days if no service is performed. When partial service is worked on such holidays, the senior employees regularly assigned to that shift will be used. Exception to this paragraph may be made by agreement between the Division Superintendent and the Local Chairman having jurisdiction of the yard involved.

**(PARAGRAPH c-1 EXPIRES NOVEMBER 1, 1957.)**

(c-2). Effective November 1, 1957, regularly assigned switch and transfer engines will be bulletined for five (5) days' service per week, and will be paid the days of the assignment as bulletined, except that such assignments may be annulled on the following holidays without cancellation of the assignment:

**In the United States**

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas

**In Canada**

New Year's Day  
Good Friday  
Empire Day  
Dominion Day  
Labor Day  
Thanksgiving Day  
Christmas

(See Article IV, Appendix D)

(d). A change in starting time of an assignment on the same shift, or a change of the days off of an assignment will cause it to be bulletined; but the regularly assigned employees will remain thereon until the next succeeding calendar day following close of bulletin, unless on the day the change is made they notify the office that issue the bulletin that they do not wish to remain thereon. Any switchman electing to vacate an assignment bulletined under this paragraph shall thereupon be subject to the provisions of paragraph (g) of this rule.

(e). If no bids are received on bulletins governing assignments of switchmen, they will be filled in the following manner:

(1) **Helper Assignment.** The junior extra list switch helper in service in the same switching limits will be assigned. If no extra list is maintained at the point at which the vacancy occurs, the junior extra list helper on the subdistrict will be assigned.

**(2) Foreman's Assignment.** The junior qualified switch foreman on the extra list in the same switching limits will be assigned. If there is no qualified foreman on the extra list, the position will continue to be filled under the provisions of Rule 22(b) until applied for, or until there is a foreman on the extra list for assignment thereto.

Thereafter, the switch helper or switch foreman assigned in accordance with preceding paragraphs (1) and (2) may not return to the extra list under the provisions of Rule 20(f) unless and until a junior switch helper or switch foreman is assigned to the extra list, at which time the switch helper or switch foreman initially assigned may revert to the extra list in accordance with Rule 20(f), and the vacancy thereby created will be bulletined as a permanent vacancy.

It is understood that a switch helper or switch foreman assigned to a vacancy in accordance with the foregoing is not restricted relative to exercising seniority rights under the provisions of Rule 20(b).

**(f).** Switchmen off their regular assignments and switchmen off the extra lists for any reason, for five (5) days or more, exclusive of vacation period, will be considered free agents. A free agent is a switchman free to exercise his seniority account not holding a regularly assigned job or the extra list.

Switchmen holding regularly assigned jobs may vacate their assignments and exercise their seniority to the extra list upon twenty-four (24) hours written notice to the proper office of their desire to make such change.

It is understood that switchmen exercising their seniority to the extra list must remain thereon until acquiring an assignment by bulletin, except as provided in the first paragraph of Rule 20(f).

**(g).** A switchman who vacates his rights to a regular assignment will not be eligible to bid on the vacancy thus created by him unless there are no other bidders for such vacancy, or unless he becomes a free agent before the bulletin closes.

**NOTE:** Paragraphs (a) and (b) will not apply to the opening and closing of the ore season on the First District in order to conform to the present procedure of assigning jobs.

## **RULE 21. Definition of Temporary Vacancies.**

**(a).** A temporary vacancy is one created by a switchman being off his regular assignment, for any reason, for less than five (5) days without having vacated his rights thereto.

**(b).** Helper and Switch Tender Vacancies.

Temporary vacancies as helpers and switch tenders will be filled from the respective extra lists.



**(c). Additional Positions Five (5) Days or Less.**

Additional positions of five (5) days or less will be filled from the extra list, except foremen, who will be governed by Rule 22(b).

**RULE 22. Foremen's Vacancies.**

**(a). Foremen's Temporary Vacancies.**

Temporary vacancies for five (5) days or less as foremen on regular assigned crews will be filled in the following manner:

(1) By the senior qualified foreman on the same crew who is working as a helper.

(2) If there is no qualified foreman available under Item 1, such vacancy will be filled by the senior qualified foreman who is working as a helper in the same yard on a job starting at the same hour as the job on which the vacancy occurs.

(3) If there is no qualified foreman available under Items 1 and 2, such vacancy will be filled by the senior qualified foreman who is working as a helper on the same shift in the same yard. A "shift" for the purpose of this agreement, includes such jobs that start to work within the standard starting time rules, as referred to in Rule 10. It is understood that a switchman who has already commenced service is not available as foreman.

(4) If there is no qualified foreman available under Items 1, 2, or 3, vacancies will be filled by the first-out qualified foreman on the switchmen's extra list at that point, and who has legal rest required under the Hours of Service Law.

(5) If there are no qualified foremen available under Items 1, 2, 3 or 4, the vacancy will be filled under the provisions of Rule 27.

(6) When a temporary vacancy as foreman continues for five (5) days, it will thereafter be bulletined as a permanent vacancy.

**(b). Foremen's Temporary New Positions.**

A foreman will be called for extra engines and additional positions as referred to in Rule 19(b), in the following manner:

(1) By the senior qualified foreman who is working as a helper in the same yard on a job starting at the same hour as the job on which the extra engine or additional position occurs.

(2) If there is no qualified foreman available under Item 1, the extra engine or additional position will be filled by the senior qualified foreman who is working as a helper on the same shift in the same yard. A "shift", for the purpose of this agreement, includes such jobs as start to work within the standard starting time rules, as referred to in Rule 10. It is understood that a switchman who has already commenced service is not available as foreman.

(3) If there is no qualified foreman available under Items 1 and 2, such extra engine or additional position will be filled by the first-out qualified foreman on the switchmen's extra list at that point, and who has a legal rest period required under the Hours of Service Law.

(4) If there are no qualified foremen available under Items 1, 2 or 3, the vacancy will be filled in accordance with Rule 27.

(c). An extra engine or additional position, as referred to in Rule 19(b), having a starting time other than as provided in Rules 10(b), (c), or (d) will be filled in accordance with foregoing Item 3 of paragraph (b) of this Rule.

(Interpretation contained in Memorandum of Understanding which became effective October 1, 1954.)

WHEREAS, there has been some misunderstanding with respect to calling a regularly assigned switch helper on a rest day to protect a foreman's temporary vacancy under the provisions of Switchmen's current schedule Rule No. 22.

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(1): That in the application of paragraphs (1), (2) and (3) of Switchmen's Rule 22(a) and paragraphs (1) and (2) of Rule 22(b), the "senior qualified foreman", as referred to therein, does not stand to be called nor is he required to be available or accept call for extra foreman's service on a designated rest day, except as provided in Rule 27.

**NOTE:**

If the starting time of the foreman's vacancy to be filled falls within the final one and one-half (1½) hours' spread of time of the senior qualified foreman's "work week", such "senior qualified foreman" shall stand to be called and is required to protect such foreman's temporary vacancy, and he shall be compensated therefor at the pro rata rate.

**EXAMPLE:**

Switchman "A" is regularly assigned as helper on an 8:00 A. M. job, Monday through Friday, with Saturday and Sunday the designated rest days. Accordingly, Switchman "A"'s "work week" is the seven day period commencing at 8:00 A. M. on Monday and ending at 7:59 A. M. the following Monday.

Switchman "A" performs service on his regular helpers' assignment from Monday, February 1, 1954 through Friday, February 5, 1954. On Monday, February 8th, there is need for an extra foreman on a vacancy scheduled to commence work at 6:30 A. M. and Switchman "A" is the "senior qualified foreman", as referred to in Switchmen's Rule No. 22.

In consideration that the starting time of the foreman's vacancy to be filled falls within the final one and one-half hours' spread of time of Switchman "A"'s "work week", and in consideration that Switchman "A" is the "senior qualified foreman", as referred to in Rule 22, Switchman "A" shall be

called and is required to protect such extra foreman's service commencing at 6:30 A. M. on Monday, February 8, 1954, and he shall be compensated therefor at the foreman's pro rata rate.

(2): Other than as provided in paragraph (1) of this Memorandum of Understanding, the provision for compensation at the punitive rate of pay specified in Section 5(b) of Agreement "A" between the respective Carriers' Conference Committee and the Switchmen's Union of North America, effective October 1, 1950, remain in full force and effect.

### **RULE 23. Extra Lists.**

(a). Extra lists on the various seniority districts will be maintained as follows:

**1st District**—Allouez for Allouez Yard.

Superior for Superior Yard.

Kelly Lake for Kelly Lake Yard.

**2nd District**—St. Paul for St. Paul Yard.

Minneapolis for Minneapolis Yard.

**3rd District**—St. Cloud for St. Cloud Yard.

Willmar for Willmar and Watertown Yards.

Sioux City for Sioux City Yard.

Sioux Falls for Sioux Falls Yard.

**4th District**—Breckenridge for Breckenridge and Wahpeton Yards.

Fargo for Fargo, Moorhead and West Fargo Yards.

Grand Forks for Grand Forks and East Grand Forks Yards.

Crookston for Crookston Yard.

Devils Lake for Devils Lake Yard.

**5th District**—Minot for Minot Yard.

Williston for Williston Yard.

**6th District**—Havre for Havre Yard.

Great Falls for Great Falls Yard.

Butte for Butte and Helena Yards.

**7th District**—Whitefish for Whitefish Yard.

**8th District**—Hillyard for Hillyard, Spokane and S. C. & P. Yards.

Appleyard for Appleyard and Wenatchee Yards.

**9th District**—Vancouver, B. C. for Vancouver and New Westminster, B. C. Yards.

Delta for Everett, Delta and Bellingham Yards.  
Interbay for Interbay, Seattle, and P. C. RR Yards.

Tacoma for Tacoma Yard.

**10th District**—Klamath Falls for Klamath Falls and Bieber Yards.

Any changes in district or sub-divided extra lists herein designated may be arranged by negotiation between the Local Chairman and the designated operating officer.

**(b). Rotary Extra Board.**

On each seniority district, or sub-district where districts are subdivided, extra lists shall be maintained for switchmen, and switch tenders where same are employed. On the effective date of this agreement, switchmen not holding regular assignments on their respective seniority district or subdistricts, shall be assigned to such extra lists of their choice in their seniority order. Thereafter, extra switchmen will be worked on a rotary basis at the point assigned. For the purpose of maintaining the rotary basis, extra switchmen will be marked up in turn on the extra board at the completion of the shift, regardless of tie-up time.

**Example:** Switchmen "A", "B", "C" and "D" work 6:30 A. M. on different jobs; Switchman "A" ties up at 3:00 P. M.; Switchman "B" ties up at 2:45 P. M.; Switchman "C" ties up at 2:30 P. M., and Switchman "D" ties up at 2:15 P. M. Switchmen "A", "B", "C" and "D" will retain their relative standing on extra board for future services as their standing indicated at 6:30 A. M. Thereafter, Switchmen "A", "B", "C" and "D" will be called for subsequent service in the same relative order unless not available for eight hours' service under the provisions of the Federal Hours of Service Law, doubling through on the next shift, laying off, or missing a call as provided in Rule 25. Under this Example, Switchman "A" is available for call from the extra board at 11:00 P. M., Switchman "B" at 10:45 P. M., and Switchmen "C" and "D" at 10:30 P. M.

When extra list switchmen are used to fill vacancies at points where an extra list is not maintained, including vacation period, such extra list switchmen will remain on the vacancy for its duration, or until displaced in compliance with the controlling schedule rules. If the first-out switchman misses a call or lays off when called for an outlying point, such switchman, when returning to service, will be sent to relieve the switchman who accepted the call in his stead.

**(c). Right to Change Extra List.**

After extra switchmen are assigned to the extra lists of their choice, they will not be permitted to change extra list unless there is a reduction in such extra list, or the extra list is increased at some other point on the same seniority district.

**(d). When Additional Switchmen are Needed.**

When additional switchmen are needed at any extra list point, furloughed switchmen at that point may be called for service, and will remain in service until displaced by senior extra list switchmen from another point on same seniority district, or by other senior furloughed switchmen.

**RULE 24. Regulating Extra List.**

**(a).** The designated operating officer and Local Chairman of the seniority district, or sub-division thereof, shall cooperate in regulating extra lists at each point so that the switchmen assigned thereto will earn a minimum of seventeen (17) days in any calendar month. Check will be made when requested by the Local Chairman. When the average falls below seventeen (17) days, the extra list will be reduced by furloughing the necessary number of junior switchmen, or by exercise of seniority, if their seniority permits them to work in another grade or yard. Such reduction will be made in reverse order of seniority. When extra lists are reduced, switchmen so reduced are required to protect service at other points on the seniority district, providing there is need for their service at such other point. Furloughed switchmen will be recalled for service in the order of their seniority when needed.

**(b).** When the extra list is reduced at any point, the junior switchmen on such list will be cut off and thereafter have the option of displacing any junior switchmen.

**RULE 25. Missing Calls.**

When extra switchmen are not available at the time of call, or subsequent thereto, and thereby miss a regular shift or additional service that commences work within the three standard starting time periods, as referred to in Switchmen's Rule 10(b), they will be marked at the foot of the extra board after the expiration of twenty-two and one half (22½) hours from the time shift which they missed call went to work, unless extra board is exhausted or there are no extra switchmen with a legal rest period on the extra board.

When extra switchmen miss a call on an extra assignment that is called at other than one of the three standard starting time periods, as referred to in Rule 10(b), they will hold their place on the extra board provided that they are available for call in the following period in which regular assignments go to work.

**EXAMPLE:** Switchman "A" misses a call at 6:30 A. M. on May 10. Switchman "B" performs service on the 6:30 A. M. job on which "A" missed the call. Switchman

"C" performs service on the second shift at 2:30 P. M., tying up at 10:30 P. M. Switchman "D" performs service on the second shift commencing at 4:00 P. M. and terminating at 11:59 P. M. Switchman "E" performs service on the third shift commencing at 10:30 P. M. and terminating at 6:30 A. M. When the extra board is marked at 6:30 A. M. on May 11, should Switchman "A" be marked ahead of Switchman "E"?

Switchman "A" cited in the above example missed a call at 6:30 A. M. on May 10. Switchman "A" should be marked on the extra board at 5:00 A. M. on May 11 in compliance with the 22½ hour provision of Rule 23(b). Switchman "E" terminated service at 6:30 A. M. on May 11. Accordingly, Switchman "A" should be marked on the extra board ahead of Switchman "E".

If Switchman "A" had missed a call at 8:00 A. M. on May 10, he should be marked on the extra board at 6:30 A. M. on May 11 behind Switchman "E", who terminated service at 6:30 A. M. If Switchman "E" had terminated service after 6:30 A. M. on May 11, he would be marked behind Switchman "A", who would be marked on the extra board at 6:30 A. M.

#### **RULE 26. Reporting for Duty After Laying Off.**

(a). Extra switchmen will not be permitted to lay off for less than a twenty-two and one-half (22½) hour period; and when reporting for duty after laying off, will be placed at the foot of the extra board, unless there is no one on the extra board who has had legal rest.

(b). Switchmen holding regular assignments who have been laying off less than five (5) days, prior to return to service, must advise the appropriate supervisor at least three (3) hours in advance of the schedule starting time of their assignment.

(c). Regularly assigned switchmen who have been absent from duty for five (5) days or more, for any reason, must advise the proper office not less than twelve (12) hours in advance of their intention to return to service.

#### **RULE 27. (a) Two Shifts on a Continuous Time Basis.**

Extra switchmen who have already performed service will not be called or required to work until they have had eight (8) hours rest, except as provided in the next succeeding paragraph.

Extra switchmen will have preference for doubling on a continuous time basis, and shall indicate in writing their willingness to work on two consecutive shifts on a continuous time basis when there are no rested extra board switchmen available. Extra switchmen who have complied with the foregoing will be used, when needed, in the same relative order in which they stood at the starting time of the initial shift.

(b). Service on Other than Regular Assignment—  
Regularly Assigned Switchmen.

A list will be maintained of regularly assigned switchmen who have indicated in writing their willingness to perform service on other than their regular assignment. When there are no extra board switchmen available under the provisions of paragraph (a), regularly assigned switchmen will be called from the aforementioned list on a rotary basis for service on a succeeding shift on a continuous time basis, or any other vacancy after a legal rest period. It is understood that no basis for a claim will exist when a regularly assigned switchman is not available to protect service on his regular assignment account having been called and used on other than his regular assignment in accordance with the provisions of this paragraph.

Service performed under the provisions of this paragraph is to be paid for at the rate of pay applicable to the grade of service rendered, but not less than switch helpers' rate.

The provisions of this paragraph will include calling of regularly assigned switchmen for service on assigned rest days.

(c). Service on "a continuous time basis" or "a succeeding shift on a continuous time basis", as referred to in paragraphs (a) and (b), means there shall be no lapse of time between the tie up time and starting time of the two consecutive service periods.

Failure of extra list or regularly assigned switchmen to protect service under the provisions of this rule will be considered withdrawal of their written request for such service. Thereafter, they may reinstate requests for additional services under the provisions of this rule by twenty-four (24) hour written notice to their supervisory officer.

#### **RULE 28. Displacement Rights.**

Switchmen who are transferring from one assignment to another, or who are exercising seniority account displacement, may do so by notifying the proper office at least four (4) hours in advance of the earliest starting time of the shift and provided they are still eligible for eight hours service under the Federal Law. Such switchmen will not be permitted to work on two positions having a starting time on the same calendar date.

#### **RULE 29. Reporting After Displacement.**

Switchmen who are displaced, and whose seniority enables them to take another position, must exercise their seniority within five (5) calendar days of the date of notice of their displacement, or thereafter (on expiration of such five days) will automatically revert to the extra board.

#### **RULE 30. Preference for Jobs.**

When extra switchmen are called, the first-out switchman will have preference of jobs when there are two or more jobs having the same starting time. After accepting call, they shall

stand for the service for which called, without further preference of jobs. If job is changed after reporting for service and prior to commencing work such switchmen will be paid not less than the earnings of the job for which called if greater than the job on which they work.

#### **RULE 31. Lay-Off.**

Where a regularly assigned switchman requests permission to lay off and such request is not granted, when an extra man is available to relieve him, such declination may be handled as unjust treatment under Rule 57.

#### **RULE 32. Force Reduction.**

When forces are reduced, switchmen will be laid off in the reverse order of their seniority. Such switchmen will retain their seniority, and, when the force is increased, they shall be notified and permitted to resume service in the order of their seniority, providing they report for service within thirty (30) days from the date of being notified in person or by registered mail. When they do not report for duty within thirty (30) days of date of such notification, their seniority shall cease and they will be deemed to have left the service of their own accord.

In reduction of force, switchmen holding seniority in a junior classification under this schedule may thereupon exercise seniority in such classification.

#### **RULE 33. Entering Service.**

(a). Upon entering yard service, new employes will have their application for employment either approved or disapproved within ninety (90) days from first performance of service.

(b). If not notified of disapproval of their application, and continued in service for ninety (90) days, they will thereupon be given a seniority date as of the first performance of compensated service as switchman or switchtender, and their names then entered upon the seniority roster as permanent employes. Pending approval of applications for permanent service, new employes will hold temporary seniority rights.

#### **RULE 34.**

When two or more switchmen enter service at the same hour, on the same date, their relative order of seniority will be determined by the employing officer at that time, and they will be notified as to such order.

#### **RULE 35. Seniority Districts.**

Seniority of switchmen, including switchtenders, as provided in Rule 36, shall be by districts, designated as follows:



**1st Dist.**—Duluth and Allouez to West switching limit Cass Lake; Boyleston to Coon Creek Jct.; Brook Park to East switching limit Saint Cloud; Mesabi Range Lines; Cass Lake to North switching limit Sauk Centre; Princeton Line.

**2nd Dist.**—Saint Paul and Minneapolis Yards.

**3rd Dist.**—West switching limit Minneapolis to West switching limit Saint Cloud and East switching limit Breckenridge; Saint Cloud to Sioux City and Yankton; Sioux Falls to Watertown; Benson to Huron; Morris to Browns Valley; Campbell to Aberdeen and Forbes; Elbow Lake to Evansville, Hutchinson Line.

**4th Dist.**—West switching limit Saint Cloud to West switching limit Fargo; West switching limit Cass Lake to West switching limit Devils Lake; East switching limit Breckenridge to Devils Lake; Barnesville to Noyes; Moorhead to Warroad; Breckenridge to Neche and Walthalla; Branch Lines Grand Forks to Devils Lake.

**5th Dist.**—West switching limit Fargo to Minot; West switching limit Devils Lake to East switching limit Havre and branches.

**6th Dist.**—East switching limit Havre to Butte; Billings to South switching limit Shelby and branches; S. G. Jct. to Sweet Grass.

**7th Dist.**—Pacific Jct to East switching limit Hillyard; Kalispell and Port Hill Branches.

**8th Dist.**—East switching limit Hillyard to West switching limit Wenatchee; Marcus Lines; Oroville and Mansfield Branches; S. C. & P. Branch.

**9th Dist.**—West switching limit Wenatchee to Everett; Tacoma, Wash. to Vancouver, B. C.; Anacortes and Rockport Branches.

**10th Dist.**—Bend to Bieber.

### **RULE 36. Switchtenders' Seniority.**

(a). All switchtenders who had not, prior to July 10, 1946, established a district date as such, have a district date as switchtender effective July 10, 1946 in the same relative order as they held in their home yard.

(b). All switchtenders entering service after July 10, 1946 will have district seniority with no home yard priority.

(c). All yard helpers entering service thereby establish the same seniority date as switchtenders that they establish as helpers.

### **RULE 37. Consolidation of Rosters and Home Yard Priority.**

Yard rosters within the specified districts will be consolidated as of the roster status of switchmen on November 1, 1940, and each switchman will retain on such consolidated roster the same seniority date which he then held on his individual yard roster. Such consolidated roster will indicate for each employe his home yard, which will be the yard in which he held seniority prior to such consolidation. Each employe thereafter will hold prior rights over other switchmen to any class of service for which he is qualified in his designated home yard. Switchmen entering service after such consolidation will hold equal rights in all yards on their seniority district without a designated home yard. The consolidated seniority list for each district, and home yard priority shown thereon, will be observed in filling vacancies and new positions.

It is understood that switchtenders and switchmen with seniority date prior to November 1, 1940, and subsequently promoted to a higher classification, will retain their home yard priority. This means that a switchman whose home yard is point "A" and thereafter acquires seniority date as a helper or foreman, will have preference to service in his own yard prior to other employes having some other home yard or district seniority, even though senior to him as original date of acquisition of such helper or foreman seniority.

It is further understood that switchmen holding rights on the S. C. & P. Ry. prior to July 1, 1943 will have prior rights to service in the S. C. & P. Ry. yard over switchmen holding seniority on the Great Northern Railway, 8th seniority district yard. Such switchmen will also have prior rights to promotion to foremen on the S. C. & P. over switchmen that hold prior rights on the Great Northern Railway, 8th seniority district yards, and when promoted will retain home yard priority.

See Agreement of November 1, 1951 between Great Northern Railway, Pacific Coast Railroad and S.U.N.A.

### **RULE 38. Transfer to Another Seniority District.**

(a). In case of shortage of switchmen on one seniority district, when there are available idle switchmen on another seniority district, such idle switchmen may, upon application to and approval by the respective Superintendents, be temporarily transferred for such service as is available. When so transferred, they will hold temporary seniority rights in the yard to which transferred, as of the date of their first service therein. When they return or are recalled to their home seniority district within nine (9) months, they will thereupon resume their original seniority date therein and forfeit their temporary seniority rights elsewhere. When they do not return to their home seniority district within nine (9) months, they will forfeit their original seniority date thereon, and will retain permanently the temporary seniority date acquired in the seniority district to which transferred.

(b). Switchmen will not be retained on a seniority district to which temporarily transferred if there are available switchmen holding rights on such seniority district, unless they desire to immediately forfeit their seniority on the district from which transferred, and thereby retain seniority on the district to which transferred.

(c). Switchmen will be permitted to exchange seniority dates from one seniority district to another by mutual consent of the employees and the carrier, providing all switchmen on the seniority roster affected agree to such change.

#### **RULE 39. Leaving Service.**

Switchmen leaving the service voluntarily lose all rights.

#### **RULE 40. Service Letters.**

When requested in writing, service letters will be provided to all switchmen leaving the service of the Company.

#### **RULE 41. Rights Road and Yard Service.**

(a). Roadmen shall not acquire any seniority rights in yard service while holding seniority rights in road service.

(b). When additional switchmen are needed at any point, and no furloughed switchmen are available under the provisions of Rule 38, employees furloughed in other classes of service may be temporarily used in yard service and will be given a temporary seniority date as switchmen covering only their period of such temporary use.

**NOTE:** The provisions of this rule will not operate to defeat the provisions of Rule 7.

#### **RULE 42. Preference Assignments. Excepted Switchtenders.**

Switchmen will be given preference as to assignments in their respective classifications in accordance with their seniority, except that the Company reserves the right at Minneapolis to select men from switchtenders in service, regardless of seniority, to operate switches at First Street, Second Street and Minneapolis Passenger Station. Such switchtenders assigned to the excepted locations will be paid the helper's rate of pay, and will continue to be so paid as long as the Company reserves the right to exercise its prerogative to select switchtenders regardless of seniority. Switchtenders assigned to such excepted positions may exercise seniority as to preference shifts.

#### **RULE 43. Assignments Cancelled.**

When regular yard assignments are cancelled, regularly assigned employees thereon will be so notified before going off duty the last shift before cancellation becomes effective.

#### **RULE 44. Calling Switchmen.**

Regularly assigned switchmen will report for service without being called. Extra switchmen will be called as nearly as possible between one and one-half (1½) and two (2) hours

prior to the designated time for reporting for duty. Extra switchmen that do not have telephones, residing within one mile of the yard office (via normal route of travel), will be called. Switchmen residing in excess of one mile from the yard office (via normal route of travel) will provide themselves with telephones for calling purposes.

#### **RULE 45. Called and Not Used.**

(a). When extra switchmen are called and report for duty and are not used, they shall be allowed four (4) hours at the rate of pay of the service for which called and retain their position on the extra board; except when not called for service on the next succeeding shift, a minimum day will be paid and retain their position on the extra board.

(b). The four (4) hour allowance provided for in this rule will also apply to a regularly assigned switchman called under the provisions of Rule 27(b) for extra service, reporting for duty and not used.

#### **RULE 46. Issuance of Rosters.**

Seniority rosters will be maintained for each seniority district and will be kept posted at each point where yard service is maintained. They will be reissued annually as soon as possible after January 1st. A supplement, showing corrections, deletions, or additions to the January 1st roster will be posted at each point at which yard service is maintained as soon as possible after July 1st. Separate rosters will be maintained for Car Retarder Operators, Foremen, Helpers and Switch-tenders; except, when the seniority dates for Foremen are in the same relative order as the seniority dates of the same employes as Helpers, a single roster, including both Foremen and Helpers, may be issued.

The General Chairman and the Local Chairmen will be provided with each current roster and supplement upon its issuance.

Unless switchmen file a written protest with the officer in charge within sixty (60) days from date of posting of roster or supplement, no protest will thereafter be heard or considered as to the correctness of the seniority dates shown thereon, except that typographical errors will be corrected when they come to attention.

#### **RULE 47. Crew and Extra Board.**

At each point where three or more engines are worked or a switchmen's extra list is maintained, one crew board shall be kept in the yard office upon which all crews and extra men will be shown, and shall be kept up at all times.

#### **RULE 48. Rights if Promoted.**

When switchmen are promoted to yardmasters or other official position, or are employed by the Switchmen's Union of North America, they will be considered in the service of the

Company as to their rank and rights of promotion, and will retain the same rank that they would have gained in actual service.

#### **RULE 49. Leave of Absence.**

Except as provided for in Rule 48, and in cases of sickness or disability, leave of absence in excess of six (6) months will not be granted.

#### **RULE 50. Committee Work.**

Switchmen serving as Local Chairman, Vice Chairman or Secretary will not be discriminated against, and shall be granted leave of absence or permitted to lay off to serve on the S. U. of N. A. Committee.

#### **RULE 51. Investigations.**

(a). An employe whose name has been listed on the seniority roster as permanently employed under the provisions of Rule 33, or any employe involved with other employes in matters involving insubordination, infraction of rules, damage to equipment or personal injury, shall not be disciplined or dismissed or given record suspension without a full and impartial investigation of the circumstances, unless waiver of such investigation is submitted to the investigating officer in writing.

(b). At the investigation, he may be represented by one or more employes of his choice, and at which he may present the testimony of such witnesses as he may desire, and hear all testimony submitted at the investigation. He may, however, be held out of service pending such investigation, and, if discipline be assessed, the period so held from service shall be included in any disciplinary period thereafter involved.

(c). Notice of such investigation, stating the known circumstances involved, shall be given to the employe in writing within seven (7) calendar days of the date that knowledge of the offense or irregularity has been received by the Superintendent, Trainmaster or Yardmaster in charge, and investigation will be held within seven (7) calendar days of such notice.

(d). A decision will be rendered, and any employe held responsible will be notified in writing of such decision, within twenty (20) calendar days after completion of investigation, but no employe will be held from service awaiting decision in excess of ten (10) days.

(e). Investigation shall be held, so far as possible, at the home terminal of employes involved, and at such time as to cause employes a minimum loss of rest or time. When necessary to secure presence of witnesses or representatives not immediately available, reasonable postponement at the request of either the Company or employe may be had, but, in any event, such investigation shall be held within thirty (30) days of the date of notice.

## **RULE 52. Appeals.**

An employee dissatisfied with decision shall have the right of appeal, either in person or through his representatives, to the next higher proper officer, providing written notice is made to such officer, and a copy furnished to the officer whose decision is appealed, within sixty (60) days of the date of advice of decision. Employees shall have the right of further appeal in the regular order of succession, in the manner prescribed, up to and inclusive of the highest official designated by the Railway to whom appeals may be made. Each such appeal shall be taken within sixty (60) days of the date of final decision in writing by the officer with whom matter is being handled; but such sixty (60) day limitation shall not be deemed to apply to the period during which such appeal is under consideration by each successive officer. If decision of the highest designated official is unsatisfactory, appeal may be had to the National Railroad Adjustment Board, or other similar tribunal, except that such appeal shall be barred unless, within one (1) year from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative. It is understood, however, that the parties may, by agreement in any particular case, extend the one (1) year period herein referred to.

## **RULE 53. Discipline.**

If decision results in suspension or dismissal, it shall become effective as promptly as necessary relief can be furnished, but in no case more than five (5) calendar days after notice of such decision to the employee. If not effected within five (5) calendar days, or if employee is called back to service prior to completion of suspension period, any unserved portion of the suspension period shall be cancelled.

## **RULE 54. Transcript.**

A transcript will be made of all statements, reports, formal objections and information submitted for the record at the investigation, and a copy of such transcript will be furnished on request to the employee or his representative.

## **RULE 55. Exoneration.**

If decision on the investigation decrees that an employee is free of responsibility in the circumstances, no entry in connection therewith will be made upon his personal record, and, if he has meantime been held from service, he will be reimbursed for any or all loss of time or compensation thereby incurred at his regular rate of pay for each calendar day held from service. If decision on the investigation decrees that employee is responsible, but such decision is reversed on appeal, appropriate notation indicating such exoneration will be placed upon the employee's record, and he will be reimbursed for any loss of compensation incurred at his regular rate of pay for each calendar day held from service.

## **RULE 56. Grievances.**

An employe who considers himself unjustly treated under the provisions of this schedule, may, within seven (7) calendar days of the cause of such complaint, file written request with his appropriate supervising officer for an investigation of the circumstances; whereupon investigation within seven (7) calendar days thereafter will be held in the manner provided in Rule 51. Decision after such investigation, and appeals thereafter from such decision, will in like manner be rendered or had in accordance with further provisions of Rules 51, 52, and 53.

## **RULE 57. Attending Court or Inquest.**

Regularly assigned switchmen held from their assignment to attend court or inquest at the request of the Company will be allowed one day at their regular rate for each day so held, but not less than the earnings of their assignment for the total period so held from it. Switchmen not holding any assignment and attending court or inquest at request of the Company, or regularly assigned switchmen so attending in addition to performing all service on their assignment, will be allowed one day at regular rate of pay for each day such court service is required, and without deduction from any other compensation earned. If attendance at court or inquest is required by the Company during their regular hours of service in lieu of such regular service, no additional payment will be allowed. Any court or witness fees received will be assigned to the Company. If required to leave their home point, necessary actual expenses will be allowed.

## **RULE 58. Switching Limits.**

(a). 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 employes. If agreement is not reached within thirty 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.

The existence of switching limits will in no way be deemed a prohibition against road trainmen handling their own trains in or through such limits.

The recognized switching limits as of the effective date of this schedule are shown in paragraph (b) of this rule.

(b). Terminal	Location of Switching Limits
Duluth Superior Allouez Saunders	West 6155 ft. west of Saunders interlocking tower. East To end of track.
Kelly Lake	3648 ft. west of west end of depot (Gunn Line) 12745 ft. west of west end of depot (Swan River Line). 14588 ft. east of west end of depot (Casco Line). 2000 ft. east of east yard switch, not including mine spurs (Virginia Line).
T. C. Terminals	East To end of track St. Paul. West 3597 ft. west of M.P. 19 including Hopkins Line (Willmar Line). West 5636 ft. west of Junction switch (Osseo Line). West 2638 ft. west of west switch Fridley (East Side Line). Note: Snelling Ave., St. Paul, is the dividing line between St. Paul and Minneapolis Yards, except St. Paul switch crews perform switching in G. N. Hamline Yard and State Fair Grounds; Minneapolis crews perform switching W. F. E. Hamline Shop Yard, and Koppers Coke plant.
Willmar	10859 ft. east of east end of depot (Main Line). 11443 ft. west of east end of depot (Main Line). 9127 ft. south of east end of depot (Sioux City Line). 4553 ft. north of Asylum spur switch (St. Cloud Line).
St. Cloud	6056 ft. east of south wye switch near depot (Osseo Line). 9832 ft. south of Rice Jct. switch (Willmar Line). 3333 ft. east of east N. P. Ry. crossing (Brook Park Line). 448 ft. west of Veterans' Hospital spur switch (Fergus Falls Line). 6898 ft. east of Junction switch (East Side Line).



**Terminal****Location of Switching Limits**

**Note:** Transfer limits include Sauk Rapids, State Reformatory, Veterans' Hospital and Brick Yard spur; also Rockville for handling shipments to or from granite companies.

Sioux City	<b>East</b> 1830 ft. east of Illinois Central crossing near Leeds.
	<b>West</b> To end of track.
Sioux Falls	6722 ft. east of east end of depot (Garretson Line).
	28666 ft. west of east end of Depot (Yankton Line).
	4069 ft. east of CMStP&P crossing at Level Siding (Watertown Line).
Watertown	10944 ft. west of east end of depot (W. & S. F. Line).
	5526 ft. east of east end of depot (Benson Line).
	9415 ft. west of east end of depot (Huron Line).
Moorhead and Fargo	7002 ft. east of Moorhead depot (Fergus Falls Line).
	8774 ft. north of Moorhead depot (Halstad Line).
	10059 ft. south of Moorhead depot (Brushvale Line).
	15905 ft. west of Fargo passenger depot (Grand Forks Line).
	23121 ft. west of Fargo passenger depot (Surrey Line).
Grand Forks and East Grand Forks	8557 ft. south of P. A. Tower (Fargo Line).
	5078 ft. west of P. A. Tower (Devils Lake Line).
	3464 ft. north of north wye switch (Neché Line).
	8014 ft. east of E. Grand Forks depot (Crookston Line).
Devils Lake	5633 ft. east of Passenger Depot (Grand Forks Line).
	16609 ft. west of Passenger Depot (Minot Line).
	5133 ft. east of Passenger Depot (Aneta Line).
	5760 ft. west of Passenger Depot (FGS Line).

<b>Terminal</b>	<b>Location of Switching Limits</b>
<b>Crookston</b>	1215 ft. east of N. P. Ry. crossing (Cass Lake Line). 550 ft. west of west wye switch (Grand Forks Line). 14276 ft. west of north wye switch (Noyes Line). 2018 ft. east of M. N. Jct. switch (Ada Line). 2554 ft. east of M. N. Jct. switch (Halstad Line).
<b>Breckenridge and Wahpeton</b>	12946 ft. east of east end of depot (Main Line). 6464 ft. west of west end of depot (Casselson Line). 5604 ft. west of west end of depot (Moorhead Line).
<b>Minot</b>	37645 ft. east of east end of depot. 14823 ft. west of east end of depot. 19650 ft. west from point of switch on westward freight lead (Tat- man Branch).
<b>Williston</b>	13983 ft. east of center line of depot. 14295 ft. west of center line of depot.
<b>Havre</b>	5720 ft. east of east switch. 6237 ft. west of west switch.
<b>Great Falls</b>	5101 ft. east of east switch. (Billings Line). 110 ft. west of west switch at Rain- bow (Havre Line). 3201 ft. west of 1st switch east of Sun River Bridge (Butte Line). 2288 ft. west of mile post 4 (Sweet Grass Line).
<b>Helena</b>	2838 ft. east of N. P. Transfer switch. 8586 ft. west of west wye switch.
<b>Butte</b>	East 990 ft. east of east switch at Woodville. West To end of track.
<b>Whitefish</b>	2144 ft. east of east switch. 8500 ft. west of Somers Lumber Co. spur in west end of yard.
<b>Hillyard</b>	10032 ft. east of Hillyard depot.
<b>Spokane</b>	8508 ft. west of Fort Wright depot.
<b>Ft. Wright</b>	33277 ft. west of the Inland Jct. switch head block (Coeur d'Alene Branch). 5485 ft. east of the Inland Jct. switch head block (Moscow Branch).

<b>Terminal</b>	<b>Location of Switching Limits</b>
Appleyard	24755 ft. east of Wenatchee depot (Main Line).
Wenatchee	14560 ft. west of Wenatchee depot (Main Line). 19000 ft. north of Wenatchee depot (W. O. Line).
Lowell	14902 ft. east of frt. depot Pacific Ave.
Delta	
Everett	12870 ft. west of Everett Jct. 3171 ft. north of Delta Jct.
Seattle	7557 ft. east of Ballard depot. 5000 ft. south of Argo.
Tacoma	5815 ft. east (north) of Reservation signal tower. 4419 ft. west (south) of South Ta- coma depot.
S. Bellingham	20400 ft. south of train order signal at depot Bellingham.
Bellingham	15540 ft. north of train order signal at depot Bellingham.
New Westminster	5329 ft. south of Fraser River Jct. 2153 ft. south of the end of double track at Endot.
Vancouver, B. C.	3232 ft. south of Still Creek to end of track.
Klamath Falls	26843 ft. east of Bieber Line Jct. 13500 ft. west of Bieber Line Jct.

#### **RULE 59. Move or Consolidate Yards.**

If a yard is moved from one point to another point, or if two or more yards are consolidated, on the same seniority district, the regularly assigned switchmen therein shall transfer to the new yard with their original seniority and home yard priority, if any. If unable to hold regular service in the new yard, they shall exercise their seniority on the seniority district. If a yard is abolished, or moved to another seniority district, regularly assigned switchmen in such yard shall exercise their seniority on their own seniority district.

#### **RULE 60. Transfers and Transportation.**

(a). Movement of switchmen from point to point in the exercise of seniority, or through assignment, displacement or filling of temporary vacancies on the extra list, shall be made without expense to the Company, and no compensation allowance will be made therefor, either as deadheading or traveling time.

(b). Switchmen transferring from one point to another on the seniority district will be furnished free railroad transportation, and will also be given free railroad transportation for their families and their household goods, but the free railroad transportation of household goods will not be accorded hereunder more than once in any twelve (12) month period.

#### **RULE 61. Service on First District.**

(a). On the first seniority district when the ore season opens, bulletins governing assignments will be posted in compliance with Rule 20 as soon as the assignments are known to be needed.

(b). Thereafter for a period extending 72 hours from 11:00 A. M. on the date of bulletin, all bulletin jobs will be subject to mark-up by the senior man applying for the job by giving 12 hours notice to the Yardmaster.

(c). Thereafter the provisions of Rule 20 will be effective with the following exception:

After the 72-hour open board referred to in paragraph (b) above, switchmen working in a given yard may only move to another yard by bidding on a bulletined assignment and being assigned thereto at expiration of the bulletin period.

(d). A switchman may exercise his seniority in any yard if he becomes a free agent under one of the following conditions:

1. The Company cancels an assignment.
2. He is displaced by a senior man from an assignment to which he was assigned by bulletin at the completion of a bulletin period.
3. He is returning from vacation.
4. He has not worked for five (5) or more consecutive days.

Wherever the word "switchman" or "switchmen" appears in this rule, it includes switch foremen, switch helpers and switch tenders.

#### **RULE 62. Self-Propelled Machines.**

(a). It is agreed that when self-propelled track machines are operated exclusively within switching limits on main line tracks, tracks used in general yard switching, tracks used by switch engines in the make-up or break-up or classification of trains, or industry tracks, they will be considered as independent assignments and manned by a foreman-pilot at switch foreman's rate of pay. Such self-propelled track machines will be restricted from moving more than one car other than the idler and/or tank on any of the above tracks in connection with the work they are doing. It is further agreed that it will not be necessary to assign foreman-pilot to the following:

1. Self-propelled machines that can be manually lifted off and on the track by those employees whose services are required in the operation of such machines.

2. Automobiles with flanged wheels, and other small cars used by Division Officers exclusively as inspection cars on territory over which they have supervision.
3. Self-propelled machines used for the purpose of cleaning out cinder pits, loading and unloading of coal, sand and company material when movements are confined to the roundhouse and shop yard tracks. Such self-propelled machines may pick up a car first-out to be loaded or unloaded, as outlined herein, and dispose of such cars; the cars to be loaded or unloaded to be placed on and removed from the roundhouse and shop yard tracks by a switch crew.
4. Self-propelled machines used in connection with car repair yards and store department yards for the purpose of handling heavy material, and whose movements are confined exclusively to these yards. Such self-propelled machines may pick up a car first-out to be loaded or unloaded, as outlined herein, and dispose of such cars; the cars to be loaded or unloaded to be placed in and removed from such yard tracks by a switch crew.

(b). Self-propelled track machines may be used at shops, stores, material yards, roundhouses, cinder pits, etc., without foremen-pilots provided that the operation of such machines is confined exclusively within the mutually agreed limits of such shop yards, store yards, material yards, roundhouse tracks, cinder pit tracks, etc., but shall be restricted to handle not more than a car at a time. It is agreed that switch crews must place cars on the connecting tracks or on tracks within the limits of the self-propelled machine territory, and all cars will be removed therefrom by switch crews.

It is further understood that the establishment of the mutually agreed working limits shall be accomplished by negotiation between the Local Chairman of the Switchmen's Union of North America and the designated supervisory officer.

It is further understood that when self-propelled machines are moved from their working limits to any other point in the terminal switching limits, it will be accomplished by the use of foremen-pilots or by the use of a switch crew.

(c). Other than as provided in paragraph (a) and (b), it is further understood that self-propelled machines handling not more than one car and idler and/or tank car, may be operated on any one track without the assignment of a foreman-pilot thereto, providing that a foreman-pilot or switch crew delivers and receives the self-propelled machine and attached cars from such track, and with the further understanding that if it is necessary to move such equipment from one track to the other, it will be accomplished by the use of a foreman-pilot or switch crew.

(d). It is understood that the foregoing will permit the use of switch crews to perform service when needed in areas

where self-propelled machines are used. The use of yard engines on tracks used by self-propelled machines will not cause such tracks to be considered as tracks used in general yard switching, nor as tracks used in the make-up or break-up or classification of trains, nor as industry tracks.

### **RULE 63. Cabooses on Transfers.**

Cabooses equipped with fuel, and such supplies and markers as rules require, will be furnished transfer trains as follows:

- Superior and Duluth
- Superior and Allouez
- Superior and Saunders
- Allouez and Saunders
- Saint Paul and Hamline
- Como and Minneapolis
- Como and St. Paul Bridge & Terminal Ry.
- Como and C.M.St.P.&P. R.R. Pigs Eye Yard
- Como and C.G.W. State Street Yard
- Como and Omaha Western Avenue Yard
- Union Yard and Hamline
- Minneapolis Jct. and Cedar Lake
- Union Yard and Lyndale Jct.
- Minneapolis Jct. and Northtown
- Lyndale and Hopkins
- Saint Cloud and Rockville
- Fargo and West Fargo
- Fargo and Union Stock Yards
- Fargo and Moorhead Standard Oil Tank Farm
- Grand Forks and Calspur
- Minot and G. N. Stock Yards
- Butte and Woodville
- Hillyard and Spokane
- Hillyard and Spike Yard
- Delta and Lowell
- Delta and Mile Post 31
- Interbay and Seattle
- Interbay and Ballard
- O.C.&E. Transfer and Weyerhaeuser Log Dump

From October 15th to May 1st as follows:

- Union Yard and Koppers Coke
- Union Yard and Shoreham (Soo Line)
- Union Yard and Northtown
- Saint Cloud and Brick Yard Spur
- Saint Cloud and Sauk Rapids
- Saint Cloud and Reformatory
- Saint Cloud and Veterans' Hospital

When available, during inclement weather

- Soo City and Leeds
- Soo Falls and Tank Farm

When handle logs, as follows:

- Delta and Bayside
- Delta and Walton Dump

## **RULE 64. Equipment of Engines.**

All engines assigned to switching service shall be equipped with headlights and footboards and proper grab irons at both ends. Any engine temporarily assigned to switching service shall be so equipped at the first opportunity if such engine is to be continued in that service more than twenty-four (24) hours. The use of unequipped engines shall not be prolonged by the substitution of one engine for another. This provision, however, shall not apply to engines exclusively used in transfer service.

## **RULE 65. Chain Cars, Couple Air and Steam Hose, Re-railing Cars.**

(a). Switchmen will not be required to chain up cars in yards or on repair tracks where there are car repairers available.

(b). Rules, agreements, interpretations or practices which prohibit or restrict the use of switchmen to couple or uncouple air, steam or signal hose, are hereby modified so that there are no prohibitions or restrictions on switchmen performing this work, and no payment therefor will be made at points where such payments have not been made immediately prior to October 1, 1950.

At points where such payments have been made, when switchmen are required by the yardmaster or officer in charge to couple or uncouple air, steam or signal hose, exclusive of the coupling between engine and first car, or between caboose and car, to make air test, a bonus of only 95 cents per day or shift will be paid to each member of the yard crew. This bonus is to be in addition to all other compensation for the day or shift worked.

(See Agreement of October 24, 1950 applicable at Allouez.)

### **(c). Rerailing Cars.**

1. When switchmen are required to manually handle frogs, blocking, or other equipment used in connection with rerailing cars or engines that have been derailed by their crew, either on the same day or a succeeding day, switchmen will not receive any additional compensation.

2. When switchmen are required by proper authority to manually handle frogs, blocking, or other equipment in connection with rerailing cars or engines derailed by another crew, they will be compensated therefor on an actual time basis at the pro rata rate of pay with a minimum of one hour, in addition to compensation paid on that date. This allowance to apply to the minimum crew, but not more than the foreman and two helpers of the crew required to perform the service unless additional switchmen are specifically authorized to perform the service also.

3. The additional compensation provisions in Item No. 2 will not apply to run-away cars that are derailed, or to

cars derailed by industrial or commercial employees after the cars have been spotted by a switch crew.

4. The penalty provisions of Item No. 2 will not apply to extra list switchmen called for rerailling cars.

#### **RULE 66. Lanterns.**

If the Company requires the use of electric lanterns, such equipment and renewal parts thereof will be furnished by the Company.

#### **RULE 67. Rulings.**

The General Chairman shall be furnished with a copy of any ruling made by the highest designated appeal officer of the Company involving a general interpretation or understanding of any rule of this agreement, and he will promptly signify in writing whether same is in accordance with his understanding.

It is hereby mutually agreed that the Special Agreements between the Great Northern Railway and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen dated August 4, 1931; also Coast Line Agreement dated May 5, 1938, Portland-Vancouver Agreement dated May 5, 1938 and Spokane Agreement dated May 7, 1940, are hereby adopted insofar as they affect switchmen.

It is further agreed that the Piloting-Herding Agreement dated April 20, 1945 will remain in full force and effect insofar as it affects switchmen.

#### **FOR GREAT NORTHERN RAILWAY COMPANY:**

C. A. PEARSON,  
Assistant to the  
President-Personnel

#### **FOR SWITCHMEN'S UNION OF NORTH AMERICA:**

L. A. COMBS,  
General Chairman  
L. S. NELSON,  
Vice Chairman  
F. D. JOHNSTONE,  
General Secretary

#### **APPROVED:**

C. E. McDANIELS,  
International Vice President  
Switchmen's Union of North  
America, AFL-CIO

Dated at St. Paul, Minnesota  
this 17th day of June, 1957.



## **APPENDIX "A"**

When switchmen are required by the Company to attend court or inquests as provided for in Rule 57 of the Switchmen's schedule, it is agreed that in the application thereof;

Making statements to claim agents, giving depositions or other analogous service will be considered as coming within the application of Rule 57.

Switchmen who perform any of the services contemplated in the rule above cited continuous with their working shift, or started not to exceed one (1) hour after completion of their shift, or begun not to exceed one (1) hour in advance of starting time, will be allowed continuous time on the basis of combined service and investigation time.

If called for any of the purposes covered by Rule 57 during work shift, no additional compensation will be allowed.

If called for any of the purposes covered by Rule 57 other than in accordance with the preceding paragraphs, actual time not to exceed one (1) day will be allowed at the rate of the class of service previously engaged in with a minimum of two (2) hours for each calendar date such service is performed.

It is understood that claim agents may call on switchmen at their residences to secure statements or depositions without payment of compensation allowances herein provided.

**NOTE:** The above provisions will apply when attending investigations under Rule 51 of Switchmen's schedule when not at fault.

The provisions of this Agreement will not in any manner modify the allowances otherwise provided for in Rule 57.

This Agreement shall be effective May 1, 1945, and will continue in effect until amended, revised or cancelled in accordance with the provisions of the Railway Labor Act, Amended, and shall supersede all previous agreements, rulings or interpretations which are in conflict therewith.

## **APPENDIX B-(1)**

### **AGREEMENT "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:

(Articles 1 and 2 not reproduced)

### ARTICLE 3—FIVE-DAY WORK WEEK

Section 1 (As amended by Agreement of October 10, 1955, Appendix B-2)

"(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".

## 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.

**Interpretation**—(From Memorandum of Understanding dated October 1, 1954)

"A 'Work Week' for a regularly assigned switchman shall mean a work week commencing at the scheduled starting time of his regular assignment on the first calendar day his 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 co-operate in designating days off of individual members of a crew.

(d). Representatives of the carrier and the union will co-operate 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 representative 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 relate 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 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 overtime 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 therefore will be made but where rules, agreements, interpretations or practices require payments to switchmen under conditions stated therein for coupling or un-

coupling 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.

(Signatures not Reproduced)

### **APPENDIX B-(2)**

#### **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 6½ 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 1—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 contact, 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 em-

ployees 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.

(Signatures Not Reproduced)

## **APPENDIX C**

### **VACATION AGREEMENT**

This Vacation Agreement made this 29th day of April, 1949, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carrier's Conference Committees, and the employees shown thereon and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINE-MEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, and the SWITCHMEN'S UNION OF NORTH AMERICA.

(Sections 1 and 2 amended effective January 1, 1954 by Agreement dated April 22, 1954 between Western Carriers' Conference Committee and Switchmen's Union or North America.)

#### **IT IS HEREBY AGREED:**

**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.

**(b).**—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, having five or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks 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 and during the said five or more years of continuous service renders service of not less than eight hundred (800) basic days in miles or hours paid for as provided in individual schedules.

(c).—Effective January 1, 1954, each employee, subject to the scope of schedule agreements held by the Switchmen's Union of North America, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks 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 and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

(d).—In dining car service, for service performed on and after July 1, 1949—each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a), 1(b) and 1(c).

(e).—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 qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

(f).—Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing eight hundred (800) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

(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 follow:

(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 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.

(c).—An employee receiving three week's 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 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 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 organization 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 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.

**Section 3—Vacations, or allowances therefore, 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. 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.

**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.

**(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 five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five 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, and effective July 1, 1949 supercedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented 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.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949-December 31, 1949.

**Section 12**—This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

**Section 13**—This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

**Section 14**—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 officers 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 29TH DAY OF APRIL, 1949.**

(Signatures Not Reproduced)

(Memorandum—Dated April 22, 1954 between Western Carriers' Conference Committee and Switchmen's Union of North America.)

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.

("Interpretation of Continuous Service Provisions of Section 1 of Vacation Agreement", rendered on January 18, 1956 by Disputes Committee established under Section 10 of the Vacation Agreement).

"In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949, Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

"This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955."

**NOTE**—The "Interpretation of Continuous Service Provisions of Section 1 of Vacation Agreement" applies only to the establishing of five or fifteen or more years of continuous

service for determining the length of an employee's vacation, and does not waive or amend any of the other qualification provisions of the Operating Vacation Agreement. Such employee still must render, under schedule agreements held by the organizations signatory to the Operating Vacation Agreement, service amounting to 160 (133 for switchmen) basic days in miles or hours paid for during the preceding calendar year and not less than 800 or 2400 basic days in miles or hours paid for during the five or fifteen or more years of continuous service in order to qualify for a vacation of two or three weeks. In other words, days of service in a non-operating craft will not be counted in arriving at the 160, (133 for switchmen) 800 or 2400 basic days of service rendered.

(Excerpt from Memorandum appended to Vacation Agreement, dated April 29, 1949.)

In computing basic days in miles or hours paid for as provided in Section 1 of said agreement \* \* \*:

4. An employee in yard service working 12 hours will be credited with 1½ basic days.

## **APPENDIX D**

Case No. A-5249

### **MEDIATION AGREEMENT**

This Agreement made this 8th day of March, 1957, 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 I—WAGE INCREASES—GENERAL**

(a). Effective November 1, 1956, all basic daily rates of pay shall be increased by 10 cents per hour or 80 cents per basic day.

(b). Also effective November 1, 1956, all basic daily rates of pay shall be increased by an additional 2½ cents per hour or 20 cents per basic day. This additional increase of 2½ cents per hour (20 cents per basic day) is in lieu of the offer of the carriers made through the Western Carriers' Conference Committee to set up a medical and hospital insurance plan for dependents of employees represented by the Switchmen's Union of North America, the cost of such plan to be not in excess of \$4.25 per month, to be borne by the carriers.

It is hereby agreed that if the Switchmen's Union of North America moves for a carrier-financed health and welfare plan

for dependents of employees, the sum of \$4.25 per month per employee, or such portion thereof as may be agreed under a plan adopted by mutual agreement will be automatically converted when and if such plan is adopted.

(c). In application of the increase provided for in paragraphs (a) and (b) of this ARTICLE I—

1. All arbitrarities, 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 II—SECOND-YEAR INCREASE**

Effective November 1, 1957, all basic daily rates of pay will be increase in the amount of 5 cents per hour, or 40 cents per basic day. The increase provided for in this Article II shall be applied in the same manner as provided for in Article I.

## **ARTICLE III—THIRD-YEAR INCREASE**

Effective November 1, 1958, all basic daily rates of pay will be increased in the amount of 5 cents per hour, or 40 cents per basic day. The increase provided for in this Article III shall be applied in the same manner as provided for in Article I.

## **ARTICLE IV—PAID HOLIDAYS, YARD SERVICE EMPLOYEES—(As amended by Mediation Agreements dated April 5, 1957)**

### **Section 1—Regularly Assigned Yard Service Employees.**

(a). Effective November 1, 1957, each regularly assigned yard employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays when such holidays fall on an assigned workday of the work week of the individual employee:

New Years Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

**NOTE:**—When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b). To qualify, a regularly assigned employee must perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

(c). Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) hereof for qualifying employees shall be in addition thereto.

(d). In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) hereof shall be the subject of negotiations on the individual properties.

(e). This Article IV applies only to yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Each of the qualifying days of service provided in paragraph (b) hereof must be preformed in yard service.

(f). Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (b) hereof, shall satisfy such guarantee. Nothing in this Article IV shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(g). That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month are hereby abrogated in so far as the seven (7) holidays herein referred to are concerned.

(h). As used in this Article, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i). Nothing in this Article IV shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of September 21, 1950, as amended.

### **Section 2—Extra Yard Service Employees.**

(a). Effective November 1, 1957, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 2, shall receive one basic day's pay at the pro rata rate when yard service is performed on any of the following enumerated holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

**NOTE:**—When any of the above-listed holidays falls on a Sunday, the day observed by the State or National shall be considered the holiday.

(b). To qualify, an extra yard service employee must perform yard service on the calendar days immediately preceding and immediately following the holiday, or be available for yard service on the full calendar days immediately preceding and immediately following the holiday, and must perform yard service on such holiday.

(c). Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.

(d). This Section 2 applies only to extra yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Each of the qualifying days provided in paragraph (b) of this Section 2 means days of service or days of availability in yard service.

(e). Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.

(f). As used in this Section 2 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.



(g). Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of September 21, 1950, as amended.

## ARTICLE V—COST-OF-LIVING ADJUSTMENT

(a). Wage rates resulting from the increases provided for in Articles I, II and III of this Agreement, without taking into consideration cost-of-living adjustments, will not be reduced under this Article V. However, such wage rates are subject to a cost-of-living adjustment to be made on the dates provided in paragraph (b) whereby the adjusted rate as of May 1 and November 1 each year will exceed the rates resulting from increases provided for in Articles I, II and III by 1c per hour for each five-tenths of a point by which the index specified in paragraph (b) as of March and September, respectively, each succeeding year exceeds the index of 117.1 for September, 1956. The initial allowance of 1c per hour made when the index reaches 117.6 will not be eliminated unless the index reaches the 117.1 level or less.

(b). The cost-of-living adjustment will be determined in accordance with changes in the "Consumer Price Index—United States city average, all items" (1947-1949=100)—as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereafter referred to as the BLS Consumer Price Index. The cost-of-living adjustment shall be made commencing May 1, 1957, and each sixth month thereafter, based on the BLS Consumer Price Index as of March, 1957, and the BLS Consumer Price Index each sixth month thereafter as illustrated by the following table:

BLS Consumer Price Index as of:	Effective Date of Adjustment—first pay period on or after:
March, 1957	May 1, 1957
September, 1957	November 1, 1957
March, 1958	May 1, 1958
September, 1958	November 1, 1958
March, 1959	May 1, 1959
September, 1959	November 1, 1959

The cost-of-living adjustment, when provided for, shall remain in effect to date of subsequent adjustment. The cost-of-living adjustment will be applied as a wage increase or wage reduction in the same manner as the wage increase provided for in Articles I, II and II hereof.

(c). The adjustments are to be made on the dates as illustrated in paragraph (b) of this Article in the amounts illustrated in the following table:

**BLS Consumer Price Index****Cost-of-Living Allowance**

117.1 and less than 117.6  
117.6 and less than 118.1  
118.1 and less than 118.6  
118.6 and less than 119.1  
119.1 and less than 119.6

None  
1 cent per hour  
2 cents per hour  
3 cents per hour  
4 cents per hour

and so forth, with corresponding 1 cent per hour adjustment for each .5 point change in the index.

(d). In the event the Bureau of Labor Statistics does not issue the specified BLS Consumer Price Index on or before the effective dates specified in paragraph (b), the cost-of-living adjustment will become effective on the first day of the pay period during which the index is released.

(e). No adjustments, except as provided in paragraph (f) shall be made because of any revision which may later be made in the published figures of the BLS Consumer 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 Consumer Price Index in its present form and calculated on the same basis as the index for September, 1956, 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 of basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the index for September, 1956, then that Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the base index for September, 1956, described in paragraph (b) hereof.

**ARTICLE VI—DURATION OF AGREEMENT**

The purpose of this Agreement is to fix the general level of compensation during the period of this Agreement. Therefore, subject to the provision of paragraph (d) of this Article, and the exceptions contained in Article IX, no carrier or organization, party to this Agreement, will serve any notice or progress any pending notice to—

(a). Increase or decrease rates of pay established by Articles I, II, III and V of this Agreement.

(b). Increase or decrease the rate of compensation provided in existing agreements or understandings, or eliminate or establish agreements providing the rate of compensation, covering overtime payments, arbitrary payments, Sunday or holiday payments, constructive allowance payments; negotiate other agreements providing for paid holidays, or agreements which would have the effect of increasing or decreasing

ing the number of paid vacation days or holidays, or of increasing or decreasing the employees required to be used under existing agreements.

(c). Increase or decrease the amount of payments required to be made by the Agreement of October 10, 1955, and Article I of this Agreement in lieu of hospital, medical and surgical benefits for employees and their dependents.

(d). This Article VI will not debar management and committees on individual railroads from agreeing upon any subject of mutual interest.

(e). Notwithstanding the provisions of Article IX of this Agreement, this Article VI shall terminate effective November 1, 1959.

## **ARTICLE VII—APPROVAL**

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

## **ARTICLE VIII—DISPUTES COMMITTEE**

(a). Any dispute involving the interpretation or application of any of the terms of this Agreement and not settled on the carrier, shall be referred jointly or by either party for 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. A majority vote of members of the committee shall be necessary to decide a dispute. In the event the committee as so constituted is unable to reach a decision with respect to any submitted dispute or disputes, the committee shall endeavor to agree upon the selection of a neutral referee to sit with the committee and act as a member thereof in the decision of such submitted dispute or disputes. Should the committee be unable or fail to agree upon the selection of a neutral referee, any three members of the committee may request the National Mediation Board to appoint a neutral referee. Decisions of the committee shall be final and binding upon the parties to the dispute or disputes.

(b). Unless otherwise agreed to by the Disputes Committee, disputes which have been duly submitted to the committee in conformity with the procedures adopted to implement this Article VIII between January 1 and June 30 both inclusive, in any year shall be decided or deadlocked between July 1 and December 31 of that year; and such disputes as are so submitted between July 1 and December 31 of any year both inclusive, shall be decided or deadlocked between January 1

and June 30 of the following year. In the event a party hereto shall fail or refuse on any occasion to select its members to serve on the committee, or shall fail or refuse to meet within the time limits prescribed by this Article VIII, with respect to any money claims arising out of Articles I, II, III, IV, and V, the then pending claims shall be regarded as decided in favor of the party not guilty of such failure or refusal and settled according but without establishing a precedent for any other cases. With respect to other disputes, should a party hereto fail or refuse on any occasion to select its members to serve on the committee, or fail or refuse to meet within the time limit, then the representatives of the other party may apply to the National Mediation Board to appoint a neutral referee to decide such dispute or disputes.

## **ARTICLE IX—EFFECT OF THIS AGREEMENT**

This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibit A on or about March 31, 1956, and of the proposals served concurrently by the individual railroads on organizations representatives of the employees involved, and shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall remain in effect until October 31, 1959 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that notices for general increases or decreases in basic rates of pay, to become effective not earlier than November 1, 1959, may be served for handling on a regional or national basis before the expiration of the three-period and may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

Signed at CHICAGO, ILLINOIS, this 8th day of March, 1957.

(Signatures Not Reproduced)

## **APPENDIX E**

### **UNION SHOP AGREEMENT**

MEMORANDUM OF AGREEMENT, made and entered into this 26th day of October, 1954, between GREAT NORTHERN RAILWAY COMPANY, hereinafter called the "Carrier", and the craft or class of employes of Carrier represented by SWITCHMEN'S UNION OF NORTH AMERICA, hereinafter called the "Organization".

In disposition of all issues involved in connection with the formal notice dated February 26, 1951, served by virtue of the Act of January 10, 1951 (Title 45, U.S.C.A. Sec. 152, Eleventh)

by the Organization on the Carrier under Section 6 of the Railway Labor Act, as amended, it is hereby agreed as follows:

WITNESSETH:

(1). All employees now or hereafter employed in any work covered by the rules and working conditions agreement between the Carrier and the Organization shall, as a condition of continued employment in such work, within sixty days following the beginning of such employment or the effective date of this agreement, whichever is later become members of, and thereafter maintain membership in good standing in, the Organization party to this agreement representing their craft or class: Provided, that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to any employee to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

(2). The requirement of membership in the Organization provided for herein shall be satisfied as to both a present or future employee in engine, train yard or hostler service who holds membership in any of the other labor organizations, national in scope, organized in accordance with the provisions of the Railway Labor Act and admitting to membership employees engaged in any of said service; provided, however, that as to an employee in any of said services on the effective date of this agreement who is not a member of any one of the Labor organizations, national in scope, organized in accordance with the provisions of the Railway Labor Act and admitting to membership employees of a craft or class in any of said services, such employee, as a condition of continuing his employment, shall be required to become a member of the organization representing the craft in which he is employed on the effective date of the first agreement applicable to him; provided, further, that nothing contained herein shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of said services.

(3). The Carrier party to this agreement shall periodically, at such times and intervals as the Organization party to this agreement representing the craft or class shall designate, deduct from the wages of all employees now or hereafter employed in any work covered by the rules and working conditions agreement between the parties hereto all periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall within ten (10) days after making such deductions pay the amount so deducted

to such officer of the Organization as the Organization shall designate: Provided, that the requirements of this paragraph (3) shall not be effective with respect to any individual employe until he shall have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which such assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement, whichever occurs sooner; provided, further, that the terms and provisions contained in this paragraph (3) or any provisions or agreement requiring the Carrier to deduct from the wages of any of its employes referred to herein, shall not be or become effective or in force until the parties hereto, by supplemental and further agreement in writing, have mutually agreed (i) that the Carrier shall deduct from the wages of its said employes and pay to the Organization any periodic dues, initiation fees and assessment (not including fines and penalties) as contemplated by said Act of January 10, 1951, (ii) upon the amount of compensation to be paid to Carrier for performing the services contemplated, and (iii) upon the method by and the manner in which such terms and provisions shall be applied, including the form and tenor of the assignment of wages to be executed by such employe.

(4). Employes who have acquired and who retain, or who hereafter acquire and retain, seniority rights in the classes described in paragraph (1) hereof under the provisions of the agreement therein referred to, who are assigned to supervisory or official positions; or who are regularly assigned or transferred to positions covered by agreements between the carrier and other Organizations; or who are absent from duty for thirty days or more as result of sickness, or injury; or who are furloughed account of force reduction for a full calendar month or more; or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five on account of disability and who retain seniority until they reach the age of sixty-five; shall not be subject to the provisions of this agreement; provided, however, that when such an employe returns to service in the said classes, under the provisions of the agreement described in paragraph (1), the provisions of this agreement must be fully complied with on or before the first day of the first month following thirty calendar days after the date of their return to service in the said classes under the provisions of the said agreement. An employe dismissed from service who does not retain seniority under the provisions of the agreement described in paragraph (1), will, if he returns to service in the classes described in paragraph (1) hereof, be considered a new employe in the application of this agreement.

(5). The Organization shall keep account of employes in the craft or class described in paragraph (1), and shall independ-

ently ascertain the status of such employes under the membership requirements of this agreement. It is understood that if an employe produces evidence to the General Chairman of the Organization that he is a member in any one of the labor organizations as specified in paragraph (2) of this agreement that will satisfy this agreement and no notice will be served by the Organization on the Carrier to have employe removed from service. Employe will be required to produce such evidence on demand of the Local or General Chairman of Organization, but will not be required to produce such evidence more than once in a clendar month. If employe fails or refuses to produce such evidence, he may be cited to the Carrier by the Orzanization as not complying with the agreement.

The Carrier shall, however, furnish to the Local and General Chairman of the Organization, within ten calendar days of beginning of employment, the names and addresses of all employes entering the service in the class described in Paragraph (1) after the effective date of this agreement.

(6)-(a). The Local Chairman of the Organization will notify his Division Superintendent in writing in the tenor and form of Attachment "A" hereto, the identity of any employe whose employment under the agreement with the parties hereto he requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request the Carrier will, as promptly as possible but within ten calendar days of such receipt, notify the employe concerned in writing that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the Local and General Chairman of the Organization. Any employe so notified who disputes the fact that he has failed to comply with the terms of this agreement shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing to accord him a hearing. Such request shall be honored by the Carrier and date set for hearing as soon as possible, but within ten calendar days of the date of request therefor. Copy of notice of such hearing shall be given to the Local and Greneral Chairman of the Organization. The receipt by the Carrier of a request for a hearing shall operate to stay action on the request of the Organization for termination of employment until the hearing is held and a decision by the Carrier is rendered. Based on the evidence produced at the hearing a decision shall be rendered by the Carrier within ten calendar days of the hearing date and the employe and the Local and General Chairman of the Organization shall be promptly advised thereof. A transcript of the record at such hearing will be made and a copy thereof shall be furnished to he General Chairman of the Organization. If the decision is that the employe has not complied with the terms of this agreement, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, his employment under the applicable

collective rules and working conditions agreement between the parties hereto shall be terminated within ten calendar days of the date of said decision. If the decision is unsatisfactory to the employee or to the Organization, either may appeal in writing, within nine calendar days of the date of the decision appealed from, to the highest official designated by the Carrier to whom such appeals may be made, and the decision on such appeal shall be rendered within twenty calendar days of the date the appeal is taken. The decision by the highest official of the Carrier designated to handle appeals shall be final and binding unless within six months thereafter the dispute shall be submitted to a tribunal having jurisdiction thereof. The Local and/or General Chairman, or their representative, shall have the right to be present at and participate in any hearing conducted pursuant to this agreement.

(b). In the event the employee concerned fails to request a hearing as provided for herein, unless the Carrier and the General Chairman of the Organization agree otherwise in writing, the Carrier shall terminate his employment under the agreement between the parties hereto at the end of a period of thirty calendar days from the date of receipt of the request from the Local Chairman of the Organization.

(c). All notifications in writing from the Local or General Chairman of the Organization to the Carrier and from the Carrier to the Local or General Chairman of the Organization and to any employee, required and contemplated by this paragraph (6) shall be transmitted to the appropriate party by registered mail, return receipt requested.

(d). The time periods specified in paragraph (5), and in this paragraph (6), hereof may be extended in individual cases by written agreement between the Carrier and the Organization.

(e). Provisions of investigation and discipline rules contained in existing rules and working conditions agreement between the Carrier and the Organization shall not apply to cases arising under this agreement.

(7). Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier is to be the sole judge of qualifications. The Carrier may not, however, retain such employee in service under the provisions of his paragraph for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of paragraph (6), or ninety calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this paragraph shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the governing schedule agreement but the employee may remain



on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by a greement between the Carrier and the Organization.

(8). An employe whose seniority and employment under the rules working conditions agreements is terminated pursuant to the provisions of this agreement or whose employment is extended under paragraph (7) shall have no time or money claims by reason thereof.

If the final determination under paragraph (6) of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in paragraph (7), or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under paragraph (6) of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement. No part of this agreement shall be used in any manner whatsoever as a basis for a grievance or time claim by or on behalf of any employe; and no part of the schedule agreement covering rates of pay and working conditions shall be used as a basis for a grievance or time claim by or on behalf of any employe predicated upon an alleged violation, misapplication or non-compliance with any part of this agreement relating to union shop.

(9). In the event that said Act of January 10, 1951, or any of its provisions, for any reason is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, then, in such event, this contract or agreement shall forthwith be and become void and of no effect whatsoever.

(10). This agreement shall become effective on November 1, 1954, and, except as herein provided, shall remain in effect until changed or terminated under the provisions of the Railway Labor Act as amended; provided, however, that in the event

of the failure of the Organization to comply with the provisions of paragraph numbered 9 hereof, it may be canceled by the Carrier without further negotiation upon the serving on the General Chairman of written notice to that effect.

Signed at St. Paul, Minnesota, this 26th day of October, 1954.  
GREAT NORTHERN RAILWAY COMPANY

By I. G. POOL  
Vice President-Operations

SWITCHMEN'S UNION OF NORTH AMERICA

By L. A. COMBS  
General Chairman

APPROVED:  
JAMES W. FALLON  
Deputy Vice President  
Attachment "A"

**DEMAND FOR REMOVAL OF EMPLOYEE  
FROM THE CARRIER'S SERVICE**

Location \_\_\_\_\_, Date \_\_\_\_\_

To: Mr. \_\_\_\_\_  
Superintendent

\_\_\_\_\_ Division, Great Northern Rail-  
way Company

\_\_\_\_\_ Address

The Switchmen's Union of North America hereby demands that Great Northern Railway Company remove from its service and terminate the employment of

\_\_\_\_\_ Name of Employee

\_\_\_\_\_ Occupation \_\_\_\_\_ Division

\_\_\_\_\_ Address

for failure to become and remain a member of Switchmen's Union of North America and for failure to hold or acquire membership in any one of the labor organizations described in paragraph numbered (2) of the agreement effective November 1, 1954, between the Switchmen's Union of North America and the Great Northern Railway Company, commonly called the "Union Shop Agreement", which provides for dismissal from service of employees for failure to comply with its terms and provisions.

The Switchmen's Union of North America, in support of this demand for dismissal from service of said employee, represents and warrants:

1. That said employee has been expelled from membership in the Switchmen's Union of North America, effective \_\_\_\_\_, for non-payment of periodic dues, initiation fees, and assessments (not including fines and penalties) and that his membership in said Organization was terminated on said date solely for the reason that said employee has failed to tender to said Organization the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of retaining membership in said Switchmen's Union of North America, and for no other reason:

2. That at the time said membership was terminated, and during all of the periods of time specified in said Union Shop Agreement, there was and now is available to said employee, upon the same terms and conditions as are generally applicable to any other member thereof, membership in the Switchmen's Union of North America; and

3. That said employee has failed, and continues to fail, to hold or acquire membership in any one of the labor organizations described in paragraph numbered (2) of said Union Shop Agreement in accordance with the provisions thereof, and that the status of said employee with respect to membership in any one of said other labor organizations has been investigated by the Switchmen's Union of North America, and said employee has failed to produce proof of membership in any such labor organization.

This demand is served under the provisions of said Union Shop Agreement effective November 1, 1954, and is subject to the terms and provisions thereof.

\_\_\_\_\_  
Local Chairman

Lodge No. \_\_\_\_\_

Division \_\_\_\_\_

\_\_\_\_\_  
Address

## DUES "CHECK OFF" AGREEMENT

This Agreement made and entered into this 15th day of December, 1954, by virtue of Section 2, Eleventh, of the Railway Labor Act (Title 45 U.S.C.A., Section 152, Eleventh), between GREAT NORTHERN RAILWAY COMPANY (hereinafter called the "Carrier") and the craft or calss of employees of Carrier represented by SWITCHMEN'S UNION OF NORTH AMERICA (hereinafter called the "Organization").

### IT IS HEREBY AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will withhold and deduct from wages due to employees represented by the Organization, amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of acquiring or retaining membership in the Organization.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Revocations of assignment shall be in the tenor and form of "wage assignment revocation" set forth in Attachment "B" hereto attached. The Organization shall assume full responsibility for the procurement of the execution of said wage assignments and revocations by employees, and for the delivery of said documents to the Carrier. Said wage assignments and revocations of wage assignments shall be delivered with and in support of the "deduction lists" provided for in Section 3 of this agreement.

3. The secretary of each local lodge of the Organization shall submit to the Carrier's division superintendent of the division in which such local lodge is located, not later than the 15th day of the calendar month in which deductions will be made, a duly certified "deduction list" of employees (in triplicate and in alphabetical order) in the tenor and form of the sample hereto attached, marked Attachment "C". The first time the name of an employee appears on such list, the list shall be accompanied and supported by the wage assignment of said employee provided for in Section 2 hereof.

Payroll deduction, as so authorized, will be made monthly by the Carrier from wages to be paid employees shown on said list for the second full payroll period in each calendar month. The Carrier reserves the right to change the payroll period in which said deductions will be made, and the tenor, form, detail and number of copies required of the deduction lists, by giving to the Organization thirty days advance notice thereof.

4. An individual wage assignment or revocation of a wage assignment to be effective for a particular month must be in the possession of the appropriate division superintendent of the Carrier not later than the date established for receipt by him of the regular monthly deduction list, provided for in Section 3 hereof, for that particular month. The Carrier shall have the right to refuse to accept or act upon any assignment or revocation of assignment which is illegible, or which is not fully or properly executed, or which fails to adequately identify the employee involved. The Carrier shall not be responsible for not terminating a deduction of wages for which it does not receive a revocation of assignment on or prior to the date herein established.

5. Errors in the deduction list provided for in Section 3 are to be corrected by the Organization by adjustment included in the subsequent regular monthly deduction list furnished by the Organization to the Carrier. If any question arises as to the correctness of the amount shown on the deduction list to be deducted, employees will handle and adjust such matters direct with the Organization.

6. The Carrier will forward to the financial secretary of the local lodge of the Organization on each division of Carrier, within fifteen days from the date the deductions are made, a check or voucher for the total amount of said deductions less the amount provided for in Section 7 hereof, together with a statement showing the changes, if any, in the list submitted by the Organization for said calendar month.

7. In consideration of the services to be performed by Carrier and to pay for the expense of administration, the organization agrees that from each monthly remittance referred to in Section 6 hereof, the Carrier may deduct from the total amount of said deductions a sum computed on the basis of ten cents (10c) for each employee from whom a deduction is made in such month.

8. Payroll deductions will be made by the Carrier on only one payroll per month designated by the Carrier. If earnings of an employee on that payroll are insufficient to permit the full amount of the deduction, giving due effect to any and all deductions having priority as hereinafter provided, no deductions will be made and the Carrier will not be responsible therefor. The following payroll deductions shall have priority over deductions covered by this agreement:

Federal, State and Municipal taxes.

Premiums on any life insurance, hospitalization-surgical insurance, group accident and health insurance, and group annuities.

Other deductions required by law, such as garnishments and attachments.

Amounts due for supplies, telephone charges, etc., furnished by the Carrier.

9. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employees pursuant to this agreement, and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. In so far as permitted by law, any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled and adjusted by the Organization on behalf of the employee concerned.

10. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee, and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

11. In the event the Organization no longer represents any craft or class on the Carrier, then this agreement becomes void as of the date such representation terminates.

12. In the event Section 2, Eleventh, of the Railway Labor Act, or any of its provisions, for any reason is declared unconstitutional or otherwise invalid, by a court of competent jurisdiction, then, in such event this agreement shall forthwith be and become void and of no effect whatsoever.

13. Except as provided in Section 12 and 13 hereof, this agreement shall remain in full force and effect until changed or terminated under the provisions of the Railway Labor Act, as amended.

14. This agreement will be effective on December 15, 1954.

Signed at St. Paul, Minnesota, on the day and year first above written.

GREAT NORTHERN RAILWAY COMPANY

By I. G. POOL  
Vice President-Operations

SWITCHMEN'S UNION OF NORTH AMERICA

By L. A. COMBS  
General Chairman

## WAGE ASSIGNMENT

TO GREAT NORTHERN RAILWAY COMPANY (the  
"Carrier"):

### Attachment "A"

I hereby assign to the Switchmen's Union of North America (the "Organization") that part of my wages necessary to pay my monthly union dues, assessments, and (if owing by me) an initiation fee (but not including fines and penalties), as reported to the Carrier by the secretary of my local lodge or other authorized representative of the Organization, in monthly deduction lists certified by him, as provided in the "Dues Check-off Agreement" entered into by the Organization and the Carrier on December 15, 1954, the terms and provisions of which I am familiar with, acquiesce in and approve, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them over to the financial secretary of my local lodge or other authorized representative of the Organization in accordance with said Dues Check-off Agreement.

This authorization may be revoked in writing after the expiration of one year or upon the termination of the aforesaid dues check-off agreement, or upon the termination of the rules and working conditions agreement between the Carrier and the Organization, whichever occurs first.

I hereby agree to indemnify and save harmless the Great Northern Railway Company from all liability arising or incurred as a result of this assignment of wages.

LODGE No. \_\_\_\_\_ SIGNATURE \_\_\_\_\_

OCCUPATION \_\_\_\_\_ STREET \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_ CITY \_\_\_\_\_

DIVISION \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

Date \_\_\_\_\_

# WAGE ASSIGNMENT REVOCATION TO GREAT NORTHERN RAILWAY COMPANY:

Effective \_\_\_\_\_, I hereby revoke the Wage Assignment now in effect assigning to the Switchmen's Union of North America that part of my wages necessary to pay my monthly dues, assessments, and initiation fees, now being withheld pursuant to the Dues Check-off Agreement between the Organization and the Great Northern Railway Company, and I hereby cancel the wage assignment now in effect authorizing the Great Northern Railway Company to deduct such monthly union dues, assessments and initiation fees from my wages.

LODGE No. \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 OCCUPATION \_\_\_\_\_ STREET \_\_\_\_\_  
 EMPLOYEE NUMBER \_\_\_\_\_ CITY \_\_\_\_\_  
 DIVISION \_\_\_\_\_  
 SOCIAL SECURITY NUMBER \_\_\_\_\_  
 Date \_\_\_\_\_

## SWITCHMEN'S UNION OF NORTH AMERICA

Lodge No. \_\_\_\_\_

### DEDUCTION LIST COVERING THE MONTH OF

\_\_\_\_\_, 19\_\_\_\_

Employee No. \_\_\_\_\_ Name \_\_\_\_\_  
 Occupation \_\_\_\_\_ Amount \_\_\_\_\_

### TOTAL AMOUNT \_\_\_\_\_

I hereby certify that the deductions for the employees listed above have been authorized by duly executed "Wage Assignments" covering periodic union dues, initiation fees and assessments (not including fines and penalties).

Total number of  
 Deductions listed \_\_\_\_\_

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Street

\_\_\_\_\_  
 City

Lodge No. \_\_\_\_\_ Division \_\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_



## **APPENDIX F**

### **MEMORANDUM OF AGREEMENT**

**Between**

**ORDER OF RAILWAY CONDUCTORS**

**BROTHERHOOD OF RAILROAD TRAINMEN**

**AND**

**GREAT NORTHERN RAILWAY COMPANY**

**SPOKANE, COUER D'ALENE & PALOUSE RAILWAY  
COMPANY**

AGREEMENT between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Great Northern Railway Company and the Spokane, Couer d'Alene & Palouse Railway Company, covering the application of the Great Northern schedule for Conductors and the Great Northern schedules for Trainmen and Yardmen to the former employes of the Spokane, Couer d'Alene and Palouse Railway.

Effective July 1, 1943, the Spokane, Couer d'Alene & Palouse Railway Company schedule for Conductors which became effective April 1, 1936 as to rules, and December 1, 1941 as to rates of pay, and agreements and understandings thereunder, is hereby cancelled. Effective July 1, 1943, the Spokane, Couer d'Alene & Palouse Railway schedules for Trainmen and Yardmen which became effective April 1, 1936 as to rules, and December 1, 1941 as to rates of pay, and agreements and understandings thereunder, are hereby cancelled. Effective July 1, 1943, the current Great Northern Railway Company schedule for Conductors and interpretations and agreements thereunder, and the current Great Northern Railway Company schedules for Trainmen and Yardmen and interpretations and agreements thereunder, as hereby interpreted, will be applied on the former Spokane, Couer d'Alene & Palouse Railway, hereafter to be identified as a Sub-division of Sub-divisions of the Spokane Division:

1(A). Rule 28 of the Conductors' schedule under caption "Spokane Division—Twelfth District" will include the former Spokane, Couer d'Alene & Palouse Railway.

(B. Rule 10 of the Trainmen's schedule, under caption "Twelfth District" will include the former Spokane, Couer d'Alene & Palouse Railway.

(C). Rule 3 of the Yardmen's Schedule, under caption "Eighth District", will include the former Spokane, Couer d'Alene & Palouse Railway Yard at Spokane.

2. The seniority districts specified in Article I herein, but excluding the former Spokane, Couer d'Alene and Palouse Railway, is herein designated as "District A", and the former Spokane, Couer d'Alene & Palouse Railway is herein designated as "District B":

(A). Conductors, brakemen and yardmen holding seniority on "District A" on June 30, 1943, will have prior rights to service on "District A" over conductors, brakemen and yardmen holding prior rights on "District B". Brakemen holding seniority on June 30, 1943 on "District A" will have prior rights to promotion to conductors on "District A" over conductors and brakemen who hold prior rights on "District B".

(B). Conductors, brakemen and yardmen holding seniority on "District B" on June 30, 1943, will have prior rights to service on "District B" over conductors, brakemen and yardmen on "District A". Brakemen holding seniority on June 30, 1943 on "District B" will have prior rights to promotion to conductors on "District B" over conductors and brakemen who hold prior rights on "District A".

(C). Conductors, brakemen and yardmen holding seniority on "District A" prior to July 1, 1943, will have their seniority and right to promotion extended to include "District B", subject to provisions of paragraph (B) hereof.

(D). Conductors and brakemen who hold prior rights to service on "District B" will be given a seniority rank as brakeman on the Twelfth District roster with a date of July 1, 1943, in accordance with their relative rank as brakemen, following brakemen who were holding seniority on "District A" on June 30, 1943.

(E). Conductors or brakemen hired on and after July 1, 1943, on the Spokane Division (Twelfth District) will acquire and accumulate seniority on the entire Twelfth District inclusive of the former Spokane, Couer d'Alene & Palouse Railway.

(F). Yardmen hired on and after July 1, 1943, on the Spokane Division—Eighth District, will acquire and accumulate seniority in all yards on the Eighth District, inclusive of the former Spokane, Couer d'Alene & Palouse Railway.

(G). A separate seniority roster will be maintained for Conductors and Brakemen holding prior rights on "District B", as herein provided for. The Twelfth District Brakemen's roster will be revised by the addition thereto of names of Conductors and Brakemen holding prior rights on "District B" as provided for in Section 2(D) hereof.

A separate seniority roster will be maintained for Yardmen holding prior rights on "District B" as herein provided for. The Eighth District Yardmen's roster will be revised by the addition thereto of the names of Yardmen holding prior rights on "District B."

(H). Conductors shall not hold a position other than Conductor as long as there is a position for them as such on their respective sub-divided seniority districts.

(I). The rates of pay for Conductors, Trainmen and Yardmen employed on the former Spokane, Couer d'Alene & Palouse Railway shall be the current rates of pay provided for

under the Great Northern schedule for Conductors, the Great Northern schedule for Trainmen, and the Great Northern schedule for Yardmen, effective as of July 1, 1943, provided such rates are approved by the National Railway Labor Panel pursuant to the Stabilization Act of October 2, 1942. Pending such approval, the rates of pay in effect on the former Spokane, Couer d'Alene & Palouse Railway prior to July 1, 1943, will continue to be paid; upon receipt of such approval, necessary adjustment in rates retroactive to July 1, 1942, will be made.

Signed at St. Paul Minnesota, this 10th day of May, 1943.  
(Signatures Not Reproduced)

## **MEMORANDUM OF AGREEMENT**

**Between**

**THE GREAT NORTHERN RAILWAY COMPANY**

**And**

**THE SWITCHMEN'S UNION OF NORTH AMERICA**

With reference to the joint agreement between the Order of Railway Conductors, Brotherhood of Railroad Trainmen and the Great Northern Railway Company, consolidating the seniority of District "A" and District "B" employes on the Spokane Division effective July 1, 1943, or any subsequent agreement in connection therewith, it is hereby agreed that the Agreements are modified insofar as they pertain to switchmen, as follows:

1. As long as two (2) regularly assigned switch engine jobs are maintained in District "B", it is agreed that the following is permissible:

(a). District "A" switchmen may turn passenger equipment at any time on any shift, using the so-called S. C. & P. wye.

(b). District "A" switchmen on any shift may be used to deliver perishable traffic to industries located on District "B" trackage when District "B" switchmen are not performing service in the Trent Avenue Yard.

2. If and when a third shift switch engine is regularly assigned in District "B" territory, or an extra engine is worked in District "B" territory, it will be permissible for the switchmen on such jobs to perform switching District "A" territory up to a maximum of two (2) hours. It is understood that the senior foreman with prior District "B" rights will have preference for the regularly assigned job providing such District "B" prior rights foreman makes application therefor.

3. It will be permissible for District "A" territory switchmen to perform switching in District "B" territory up to a maximum of two (2) hours on the third shift.

4. It is further agreed that the limitations and restrictions with respect to inter-yard service in the agreement of July 1, 1943 and any subsequent agreements will become inoperative during the time there are sufficient regularly assigned positions as foremen available to District "B" switchmen in either District "A" or District "B" yards.

5. This agreement shall become effective February 1, 1952 and shall continue in effect until fifteen (15) days after notice shall have been given in writing by either party to this agreement to the other of the desire to cancel or amend any part or the whole thereof.

(Signatures not reproduced)

## **APPENDIX G1**

**Between**

**GREAT NORTHERN RAILWAY COMPANY**

**PACIFIC COAST RAILROAD COMPANY**

**and**

**SWITCHMEN'S UNION OF NORTH AMERICA**

With reference to agreement between the respective parties which became effective November 1, 1951, and subsequent agreement which became effective July 1, 1954, and in disposition of current misunderstandings relative to the controlling schedule agreement which shall be applicable to prior rights District "A" switchmen when performing service on the Pacific Coast Railroad, IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED as follows:

The agreement between the respective parties which became effective November 1, 1951 is hereby clarified to provide that prior rights District "A" switchmen performing service on the Pacific Coast Railroad, in accordance with the provisions of the November 1, 1951 agreement, shall be governed solely by the provisions of current schedule agreement between the Great Northern Railway Company and the Switchmen's Union of North America, which became effective June 1, 1949.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that any discipline assessed any Great Northern Railway switchman involving services performed on the Pacific Coast Railroad shall be equally applicable on the Great Northern Railway Company.

This agreement shall become effective April 1, 1957 and shall continue in full force and effect until cancelled, changed or amended in accordance with the provisions of the Railway Labor Act as amended.

**For: SWITCHMEN'S UNION OF NORTH AMERICA**

**L. A. COMBS**  
General Chairman

**For: PACIFIC COAST RAILROAD COMPANY**

**T. A. JERROW**  
Vice President

**For: GREAT NORTHERN RAILWAY COMPANY**

**T. A. JERROW**  
General Manager  
**C. A. PEARSON**  
Asst. to the President-Personnel

**APPENDIX H**  
**MEMORANDUM OF AGREEMENT**

**Between**

**GREAT NORTHERN RAILWAY COMPANY**

**And**

**THE SWITCHMEN'S UNION OF NORTH AMERICA**

In connection with the construction and operation of additional terminal facilities at Minot:

The designation of Retarder-Switchman and Skateman shall be included within the Preamble and Rule 1 of the existing Switchmen's Schedule, dated June 1, 1949, including changes and agreed to interpretations to date between the parties signatory hereto and Retarder-Switchmen and Skatemen hereafter shall be governed by the rules of that schedule with interpretations and addenda, except that the provisions of this agreement shall take preference over any rules in conflict therewith.

**SECTION 1—RATES OF PAY:**

(A). The basic daily rate of pay for Car Retarder-Switchmen will be not less than eighty cents (80c) per eight-hour day over and above rate of Switch Foreman.

(B). The basic daily rate of pay for Skatemen will be not less than that of Switchmen Helpers.

**SECTION 2—QUALIFYING FOR CAR RETARDER SWITCHMEN:**

(A). Before the retarder hump is placed in regular operation, ten retarder switchmen will be selected for training through the following procedure:

A notice will be posted on all switchmen's bulletin boards of the Fifth Seniority District calling for applications from switch foremen with one or more years seniority as switchforeman on the Fifth Seniority District to qualify as car retarder switchmen.

The ten senior bidders (based on seniority date as switch foremen) will be selected for training and after provisionally qualified must bid for and accept regular positions as retarder switchmen (including regular relief positions) which their seniority entitles them to, regardless of shift. The ten yard foremen who bid for and are selected for training as retarder-switchmen will not be permitted to work on any regular yard assignment during their training period.

If it is determined by the carrier, after reasonable instruction and test, that an applicant cannot qualify, he will be dropped from training and advised in writing of the reason for such disqualification. The next senior original bidder will be selected until the total of ten men has been provisionally qualified.

A provisionally qualified man will become permanently qualified after he performs the duties of retarder switchman satisfactorily for thirty (30) shifts.

A provisionally qualified retarder switchman who does not perform his duties satisfactorily will be disqualified by the carrier and will be advised in writing of the reason for such disqualification.

A permanently qualified man will not be disqualified without notice and hearing, as provided in current Switchmen's Schedule Rule 52.

The initial ten retarder-switchmen who complete training and become provisionally qualified as retarder-switchmen shall be paid at the straight time rate applicable to switch foremen each day actually consumed in training, provided that such payment will not be made for more than an aggregate of eighty (80) straight time hours.

Eight hours will constitute a training day. A trainee will not be required to perform more than one training shift in one calendar day.

Any trainee who fails to complete the training period or any trainee who fails to become provisionally qualified will not be paid for time consumed in training, provided that if the carrier disqualifies a trainee during his training period, such trainee will be paid the switch foreman's straight time rate for each day actually consumed in training prior to the time of his disqualification.

Any trainee who is instructed and trained on the lines of a foreign carrier will be allowed reasonable expenses in addition to the compensation otherwise provided in this section.

(B). After ten men have been provisionally qualified under paragraph (A) of this section, any switch foreman with more than one year's experience as a switch foreman may request to qualify as a retarder switchman, on his own time and expense, and when provisionally qualified will be placed at the foot of the retarder-switchmen's seniority roster. When more than one switch foreman is provisionally qualified in the same calendar month, his provisional seniority date as retarder switchman will be in the same relative order as his seniority standing on the Fifth District switch foremen's seniority roster.

(C). A provisionally qualified retarder-switchman will become permanently qualified after he performs the duties of retarder switchman satisfactorily for thirty (30) shifts.

A provisionally qualified retarder switchman who does not perform his duties satisfactorily will be disqualified by the carrier and will be advised in writing of the reason for such disqualification.

A permanently qualified retarder-switchman will not be disqualified without notice and hearing, as provided in current Switchmen's Schedule Rule 52.

(D). A supplemental seniority roster shall be established and be known as "Retarder Switchmen's Seniority Roster", which will be regularly published and maintained, as provided in Rule 46 of the current schedule. The initial ten men provisionally qualified under paragraph (A) of this section shall be placed on this list in the order of their switch foremen's seniority date on the Fifth Seniority District. As additional switch foremen become provisionally qualified they will be placed on the retarder switchmen's seniority roster in the order of their switch foremen's seniority date, as referred to in paragraph (B).

(E). Switch foremen initially assigned to regular retarder-switchman positions shall not be permitted to relinquish such assignment for a period of six months except as otherwise agreed between the Superintendent and Local Chairman of the Switchmen's Committee, or where required to take a regular yardmaster position, or where disqualified.

(F). If a retarder switchman is permitted to relinquish such an assignment, he will not do so until a successor is qualified and available to relieve him.

### **SECTION 3—SENIORITY AND OVERTIME:**

(A). Bids to qualify as retarder switchman will not be accepted from men holding a regular yardmaster position, unless such man relinquishes his seniority as a yardmaster.

(B). Temporary positions and vacancies as retarder switchmen of five days or less will be filled in the following order:

(1) By the senior permanently qualified retarder-switchman within the same 90 minutes starting time period provided in Rule 10(b). (2) By the senior provisionally qualified retarder-

switchman in the same starting time period. (3) By the senior permanently qualified retarder-switchman with 8 hours rest. (4) By the senior provisionally qualified retarder-switchman with 8 hours rest.

**NOTE:** If the senior unassigned qualified or provisionally qualified retarder switchman is required to start work as a retarder-switchman before his regular assigned starting time but within the same ninety minute starting time period this will not constitute a second start within twenty-four (24) hour period.

And if he is required to start work as a retarder-switchman later than his regular assigned starting time, but within the same ninety (90) minute starting time period, he will be compensated for eight (8) hours at prorata rate.

#### **SECTION 4—STARTING TIME:**

The starting time of retarder-switchmen and skatemen shall be considered as entirely separate and apart from any other switchmen or switch crews working at Minot; i.e., retarder-switchmen and skatmen may be started either on the basis of one shift, two shifts in continuous service, two shifts not in continuous service or three shifts in continuous service, depending upon the number of retarder-switchmen or skatemen shifts worked, and under the provisions of Rule 10 of the current agreement.

#### **SECTION 5—HANDLING SKATES AND SKATEMEN:**

(A). Members of switch crews will remove and/or replace skates when switching on tracks where skates are used.

(B). When Skatemen positions are required and established by the Carrier, they will be bulletined to the Fifth Seniority District in accordance with Rule 20 and filled from the switch helper's seniority roster.

#### **SECTION 6.—RELIEF ASSIGNMENTS:**

When there is insufficient work for a regular relief retarder-switchmen assignment, relief work may be combined with switch foreman or switch helper service to create a regular relief assignment in accordance with work week in effect, and will be arranged between the Superintendent and the Local Chairman.

#### **SECTION 7—TRANSPORTATION:**

Free transportation in either direction between the present freight house and the new yard office will be furnished by the carrier for switchmen reporting for duty or going off duty at the new yard office when request is made for such transportation. Provided that such transportation will not be furnished during hours when scheduled transportation is provided by a public transit system.



## **SECTION 8—GENERAL:**

(A). Yardmaster or other supervisory officer and hump foreman will assist car retarder switchmen to arrange their lunch periods so as to conform with the provisions of Rule 12 of the current agreement. It is understood that car retarder switchmen will not absent themselves from the tower during their lunch periods.

(B). A lighted, hard surfaced parking area will be maintained by the Carrier in close proximity to the new yard office.

(C). Switchmen will be provided with proper facilities for eating and storing clothing and equipment at the new yard office, and the old freight house or roundhouse at Minot. Such facilities will include individual steel lockers of full length, showers, washing and toilet facilities, electric lights, free local telephone, and a clean eating area, being adequately heated and lighted, and have a daily janitor service.

## **SECTION 9:**

This agreement shall become effective when the new retarder system is placed in operation for the making or breaking up of road trains and shall continue in effect thereafter, subject to the provisions of the Railway Labor Act, as amended.

**FOR: SWITCHMEN'S UNION OF NORTH AMERICA**

/s/ L. A. COMBS  
General Chairman

/s/ RUEBEN CALLIES  
Local Chairman, Lodge 213

/s/ ROBERT C. GARRETT  
Local Chairman, Lodge 350

/s/ RUDOLPH W. THORSON  
Representative, Lodge 213

/s/ LLOYD R. BENSON  
Secretary, Lodge 213

**APPROVED:**

/s/ C. E. McDANIELS  
International Vice President

**FOR: GREAT NORTHERN RAILWAY COMPANY**

/s/ C. A. PEARSON  
Assistant to the President-Personnel

Signed at St. Paul, Minnesota  
this 3rd day of February, 1955.

**APPENDIX I**  
**GREAT NORTHERN RAILWAY COMPANY**  
**Operating Department**

St. Paul 1, Minn.  
March 25, 1949

Mr. N. J. Hale, Vice President  
Switchmen's Union of North America  
Hotel St. Francis  
St. Paul 2, Minnesota

Mr. S. Kukull, General Chairman  
Switchmen's Union of North America  
Hotel St. Francis  
St. Paul 2, Minnesota

Gentlemen:

With reference to Rule 18(c) of the Switchmen's Schedule currently being negotiated, particularly that portion thereof reading:

"The senior, qualified switch foreman with not less than one year's seniority as foreman, making application, will be used as yardmaster."

We mutually agreed that the carrier's Operating Officers will have the exclusive right to determine the switch foreman "qualified" as referred to in the rule.

It is further understood that the purpose of this letter is to serve as a guarantee that no claims shall be handled in connection with the carrier's right of determination as to whether switch foremen are "qualified" or are not qualified.

Yours truly,

/s/ M. C. ANDERSON  
Assistant to Vice President

P-3

ACCEPTED:

/s/s S. KUKULL  
General Chairman, S. U. of N. A.

APPROVED:

/s/ N. J. HALE  
Vice President, S. U. of N. A.