National
FORTY HOUR WEEK AGREEMENT

MARCH 19, 1949
AGREEMENT

This agreement made this 19th day of March, 1942, 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 South-eastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Sixteen Cooperating Railway Labor Organizations.

WITNESSETH,

It is hereby agreed that existing agreements between individual carriers and organizations signatory hereto will be revised in accordance with the following provisions of this agreement.

ARTICLE I - WAGE INCREASE

Effective October 1, 1943, all hourly, daily, weekly, monthly and piece-work rates of pay for employees covered by this agreement, except employees represented by the Railroad Yardmasters of America, will be increased in the amount of seven cents per hour applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Article shall be applied as follows:

(a) - Hourly Rates -

Add seven cents to the existing hourly rates of pay.

(b) - Daily Rates -

Determine the equivalent hourly rate by dividing the existing daily rate by the number of hours comprehended by the daily rate. Seven cents per hour multiplied by the number of hours comprehended by the daily rate shall be added to the existing daily rate.

(c) - Weekly Rates -

Determine the equivalent hourly rate by dividing the existing weekly rate by the number of hours comprehended by the weekly rate. Seven cents per hour multiplied by the number of hours comprehended by the weekly rate shall be added to the existing weekly rate.

(d) - Monthly Rates -

Determine the equivalent hourly rate by dividing the existing monthly rate by the number of hours comprehended by the monthly rate. Seven cents per hour multiplied by the number of hours comprehended by the monthly rate shall be added to the existing monthly rate.
(e) - Piece Work -

Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply. In the absence of any definite rule governing, the equivalent of seven cents per hour shall be added to the unit piece-work price.

(f) - Red Caps -

Rates of pay, or guarantees, for Red Caps will be increased by seven cents per hour and this amount will be multiplied by the number of hours paid for, and this sum will be added to the earnings of Red Caps regardless of the method of determining their earnings.

(g) - Minimum Daily Increases -

The increases in rates of pay described in paragraphs (a) to (f), both inclusive, shall be not less than eight times the applicable increases per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(h) - Deductions -

In so far as concerns deductions, which may be made from the rates resulting from the increase herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.

(i) - Application of Wage Increase -

The increase in wages provided for in this Article shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and each labor organization of employees, and in instances where fixed daily, weekly or monthly rates are paid for all services rendered, the increase in wages shall be applied in such manner as will give effect to the number of hours used in fixing said rates and to the equivalent hours for special allowances included in said rates. Special allowances not included in said rates will not be increased.
(3) - Coverage -

All employees who were on the payroll of the carrier on October 1, 1948, or who were hired subsequent thereto, regardless of whether they are now in the employ of the carrier, shall receive the amounts to which they are entitled under this agreement. Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for.

ARTICLE II - THE 40-HOUR WEEK

Section 1. Establishment of Shorter Work Week

Note

The expressions "positions" and "work" used in this Article II refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(a) - General -

The carriers will establish, effective September 1, 1949, for all employees, subject to the exceptions contained in this Article II, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carriers' operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) - Five-day Positions -

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) - Six-day Positions -

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) - Seven-day Positions -

On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
(e) - Regular Relief Assignments -

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(f) - Deviation from Monday-Friday Week -

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Article II, Section 1, paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

(g) - Nonconsecutive Rest Days -

The typical work week is to be one with two consecutive days off, and it is the carriers' obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

1. All possible regular relief positions shall be established pursuant to Article II, Section 1, paragraph (e).

2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(h) Rest Days of Extra or Furloughed Employees

To the extent extra or furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) Beginning of Work Week

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, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

(j) Sunday Work

Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business
and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(k) Bulletin Rule

Existing assignments reduced to a five day basis under this agreement shall not be considered new jobs under bulletin rules and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

Section 2. Earnings Provisions Applicable to Employees Covered by this Agreement

(a) Maintenance of Earnings

Effective as of September 1, 1949, all types of hourly or daily rates, whether time, piece, or a combination of both, which lead to employees' normal earnings (exclusive of the general increase of seven cents per hour effective October 1, 1948), shall be increased by 20% in order to provide 48 hours' pay for 40 hours' work. All daily and hourly differentials, arbitraries, and special allowances shall likewise be increased by 20%; monthly and weekly compensation of this character on the basis of six work days per week shall remain unchanged when the work week is reduced to five days and additional proportionate amounts shall be paid to employees relieving on rest day or days of such positions.

After the new rates have been adjusted in accordance with the foregoing, then the increase of seven cents per hour provided in Article I shall be added to all rates in the manner provided for in that Article, using the hours then comprehended in the rate.

(b) Weekly and Monthly Rated Employees Represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and the Brotherhood of Maintenance of Way Employees

Effective September 1, 1949, basic weekly rates, exclusive of the general increase of seven cents per hour effective October 1, 1948, shall be adjusted by dividing such weekly rate by the equivalent number of straight time hours comprehended by the weekly rate so as to determine the equivalent straight time hourly rate. The equivalent straight time hourly rate shall be multiplied by 48 to determine the new weekly rate for 40 hours, and to such rate there shall be added the seven cents per hour provided for by Article I in the manner provided by that Article using the hours then comprehended in the rate which shall become the basic weekly rate effective September 1, 1949 for a week of 40 hours.
Effective September 1, 1949, basic monthly rates, exclusive of the general increase of seven cents per hour effective October 1, 1948, shall be adjusted by dividing such rate by the equivalent number of straight time hours comprehended by such rate so as to determine the equivalent straight time hourly rate. The equivalent straight time hourly rate shall be multiplied by 204 and to such rate there shall be added the seven cents per hour provided for by Article I in the manner provided by that Article using the hours then comprehended in the rate which shall become the basic monthly rate effective September 1, 1949, for a month of 169 1/3 hours.

A proportionate adjustment shall be made in weekly and monthly rates which now contemplate a basic work week of less than 48 hours, but this sentence will not apply to the rates of employees who are guaranteed a six-day week but who actually work less.

Thereafter, to determine the straight time hourly rate, divide the monthly rate by 169 1/3 or the weekly rate by 40. To determine the daily rate multiply the straight time hourly rate by eight.

All employees covered by this paragraph (b) shall be subject to all the provisions of this agreement except Articles III, IV and V, to all rules of existing agreements which are presently applicable to them, and to rules of existing agreements dealing with guarantees, compensation, and hours of service where such provisions are not now applicable, including in both respects modifications of existing rules made by this agreement.

Rules providing for traveling time and starting time shall apply to employees who are regularly assigned to road service (such as traveling auditors, secretaries required to travel, traveling car accountants, traveling rate clerks, traveling inspectors) only to the extent such rules now apply.

Rules covering the filling of vacancies, bulletining positions, promotion and displacement shall not apply to those employees to whom they are not now applicable.

(c) Weekly and Monthly Rated Employees Represented by the Order of Railroad Telegraphers

(1) Monthly rates paid to train dispatchers represented by the Order of Railroad Telegraphers shall, on and after September 1, 1949, be the rates in effect on August 31, 1949 less $2.80 per month, which shall become the basic monthly rate for a month of 174 hours.
Thereafter, to determine the straight time hourly rate for such employees, divide the monthly rate by 174. To determine the daily rate, multiply the straight time hourly rate by eight.

Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of 200 hours per month.

Such employees shall be subject to all of the provisions of this agreement except Articles III, IV and V.

(2) Effective September 1, 1949, monthly rates comprehending 204 or 208 2/3 hours per month paid to employees represented by The Order of Railroad Telegraphers, exclusive of the general increase of seven cents per hour effective October 1, 1948, shall be adjusted by dividing such rate by the equivalent number of straight time hours comprehended by such rate so as to determine the equivalent straight time hourly rate. The equivalent straight time hourly rate shall be multiplied by 204 and to such rate there shall be added the seven cents per hour provided for by Article I in the manner provided for by that Article using the hours then comprehended in the rate which shall become the basic monthly rate effective September 1, 1949 for a month of 169 1/3 hours.

Thereafter, to determine the straight time hourly rate for such employees divide the monthly rate by 169 1/3. To determine the daily rate multiply the straight time hourly rate by eight.

Where monthly rates are now set up on a basis which contemplates a basic work week of less than 48 hours, a proportionate adjustment of such rates shall be made but this sentence shall not apply to the rate of employees who presently have a six-day weekly guarantee but who actually work less.

The employees covered by this paragraph (c) (2) shall be subject to all of the provisions of this agreement except Articles III, IV and V, and except that all such employees will be paid at the rate of time and a half for service performed on the holidays designated in individual agreements irrespective of whether such individual agreements now so provide.

(3) Effective September 1, 1949 employees represented by The Order of Railroad Telegraphers paid weekly or monthly rates comprehending more than 48 hours per week or more than 208 2/3 hours per month, shall have their work week reduced one day per week and the hours comprehended in their rates reduced by eight hours per week or 34 2/3 hours per month.
Such employees shall be assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class on and after September 1, 1949, shall apply to service on such assigned rest day. Such employees may be used on the sixth day of the work week to the extent needed without additional compensation. If not worked on the sixth day or if worked less than a full day on such sixth day there shall be no reduction in compensation. Service by such employees on other than the assigned rest day shall be compensated for under the rules applicable to such positions prior to September 1, 1949.

The weekly or monthly rates payable to such employees effective September 1, 1949 shall be the rates in effect August 31, 1949 reduced by 56 cents per week or $2.43 per month.

Thereafter, to determine the straight time hourly rate for such employees divide the monthly rate by the hours comprehended in such rate effective September 1, 1949. To determine the daily rate multiply the straight time hourly rate by eight.

Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of the hours comprehended in the rate in effect on and after September 1, 1949.

Except as specifically provided in this paragraph (c) (3), the rules applicable prior to September 1, 1949 to the employees covered by said paragraph shall continue without change.

(d) - Weekly and Monthly Rated Employees Represented by the Shop Crafts and Signalmen

Effective September 1, 1949, weekly and monthly rated employees represented by organizations affiliated with the Railway Employees' Department, A. F. of L. (referred to in this agreement as Shop Crafts) and weekly and monthly rated employees represented by the Brotherhood of Railroad Signalmen of America, shall have their work week reduced one day per week and the hours comprehended in their rates reduced by eight hours per week or 34 2/3 hours per month.
Such employees shall be assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.

Where employees now have a bulletined or assigned rest day, conditions now applicable to such bulletined or assigned rest day shall hereafter apply to the sixth day of the work week. Where employees do not now have a bulletined or assigned rest day, ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.

The weekly or monthly rates payable to such employees effective September 1, 1949 shall be the rates in effect August 31, 1949 reduced by 56 cents per week or $2.43 per month.

The straight time hourly rate for such employees shall be determined by dividing the monthly rate by the number of hours comprehended in such rate in effect on and after September 1, 1949.

Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of the hours comprehended in the rate in effect on and after September 1, 1949.

Except as specifically provided in this paragraph (d), the rules applicable prior to September 1, 1949 to the employees covered by such paragraph shall continue without change.

(e) - Weekly and Monthly Rated Marine Service Employees

The adjustment in accordance with the principles of this agreement of weekly and monthly rates of marine service employees, other than those engaged in the so-called longer marine operations covered in Article V hereof, shall become the subject of a separate agreement which will be incorporated herein and become a part hereof.

Section 3. Miscellaneous

(a) - Overtime Provisions -

Provisions in existing rules which relate to the payment of daily overtime shall remain unchanged. Work in excess of 40 straight time hours in any work week shall
be paid for at one and one-half times the basic straight
time rate except where such work is performed by an employe
due to moving from one assignment to another or to or from
an extra or furloughed list, or where days off are being
accumulated under paragraph (g) of Section 1 of this Article.

Employes worked more than five days in a work week
shall be paid one and one-half times the basic straight
time rate for work on the sixth and seventh days of their
work weeks, except where such work is performed by an
employe due to moving from one assignment to another or to
or from an extra or furloughed list, or where days off are
being accumulated under paragraph (g) of Section 1 of this
Article.

There shall be no overtime on overtime; neither shall
overtime hours paid for, other than hours not in excess of
eight paid for at overtime rates on holidays or for changing
shifts, be utilized in computing the 40 hours per week,
nor shall time paid for in the nature of arbitraries or
special allowances such as attending court, deadheading,
travel time, 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.

(b) - Service on Rest Days -

Service rendered by employes on assigned rest days
shall be paid for under existing call rules unless
relieving an employe assigned to such day in which case
they will be paid under existing rest day rules. Where
Sunday is one of the rest days existing rules providing for
compensation on Sunday shall apply. Regular assigned rest
days shall not be changed except after such advance notice
to the employe as is now required under applicable rules.

(c) - Call Rules -

Existing provisions relating to calls shall remain
unchanged.

(d) - Holidays -

Existing provisions relating to pay for holidays
shall remain unchanged.
(e) - Stand-by -

Existing rules relating to stand-by time and compensation shall remain unchanged except that such rules which provide pay or its equivalent for stand-by shall be the subject of local negotiation.

(f) - Guarantees -

All existing weekly and monthly guarantees shall be reduced to five days per week. Nothing in this agreement shall be construed to create a guarantee of any number of hours or days of work where none now exists.

(g) - Travel Time, Road Work, etc. -

Existing rules governing travel time, waiting time, road work, deadheading, and court attendance will remain unchanged. However, the inauguration of the 40-hour work week will require the creation of relief positions where none now exists. Appropriate rules to govern travel time for employees on such relief positions shall be negotiated by the representatives of the parties on the individual carriers.

(h) - Starting Time -

Existing rules relating to starting time of regular assignments shall remain unchanged.

(i) - Work on Unassigned Days -

Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

(j) - Basic Day -

Existing rules which provide for the number of hours constituting a basic day shall remain unchanged.

(k) - Vacations -

The number of vacation days for which an employee is eligible under any vacation rule shall be reduced by one-sixth.

If the qualifying period is expressed in days, the days shall be reduced by one-sixth; for example, 160 qualifying day requirements in the year 1949 for a vacation in 1950 shall be reduced to 151 days; thereafter such qualifying periods shall be 133 days. Qualifying years accumulated prior to the year 1949 for extended vacations shall not be changed.
(1) **Sick Leave**

Existing sick leave rules will be revised to reduce sick time allowances thereunder by one-sixth. Where the qualifying time for sick leave privileges is expressed by a specific number of days of work, such qualifying time will likewise be reduced by one-sixth.

(m) **Saturday P.M.**

All rules or practices relating to relief of employees on Saturday afternoons are eliminated.

(n) **Change of Shift**

Change of shift rules in agreements with Shop Crafts and Signalmen shall be changed to provide that relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief men. Such assignments will be excepted from the requirements of existing agreements for penalty payments upon change of shift for shift changes included in the regular relief assignments.

(o) **Transfer Time**

Existing rules relating to transfer time shall not be changed.

(p) **Split Shifts**

Existing rules relating to intermittent service (split shifts or tricks) shall remain unchanged.

(q) **Apprenticeship for Mechanical Trades**

Effective with the beginning of the first period (for each individual) starting after September 1, 1949:

(1) Regular apprenticeship shall consist of eight periods of 130 eight hour days of service each, overtime excluded.

(2) Helper and special apprenticeship shall consist of six periods of 130 eight hour days of service each, overtime excluded.

(3) Increase in apprentices' rates of pay shall be made on the basis of the 130 day periods.
(4) Training schedules shall be revised to conform to the 130 day periods provided for herein.

(t) - Rules Governing Training of Signal Assistants -

Effective with the beginning of the first period (for each individual) starting after September 1, 1949:

(1) The basic training shall consist of eight periods of 130 eight hour days of service each, overtime excluded.

(2) Increases in signal assistants' rates of pay shall be made on the basis of the 130 day periods.

(3) Existing rules relating to promotion before or after the basic training period shall remain unchanged.

(s) - Meal Periods -

Existing rules relating to meal periods shall remain unchanged.

(t) - Make-Up Time -

Existing rules relating to make-up time shall remain unchanged.

(u) - Distribution of Overtime (Shop Crafts) -

Existing Shop Crafts' rules relating to distribution of overtime shall be revised to make clear that time worked on Sunday and paid for as a regular work day shall not be overtime and may be worked on consecutive Sundays.

ARTICLE III - DINING CAR EMPLOYEES

None of the foregoing provisions of Article II of this agreement shall apply to employees represented by the Hotel and Restaurant Employees and Bartenders' International Union except such employees as are working in station restaurants or others who are now on a work week of six eight-hour days. Other employees represented by this organization are subject to the provisions of this Article III.

Effective September 1, 1949, the guaranteed monthly hours shall be reduced to 205 with overtime at pro rata rate for hours worked in excess of 205 up to 240, and with overtime at one and a half times the basic straight time hourly rate for hours worked in excess of 240. Basic monthly rates exclusive of the general increase of seven cents effective October 1, 1948, plus $14.35, shall be the basic monthly rate in effect on and after September 1, 1949, for 205 hours, which shall be guaranteed.
Employees who are now limited to a maximum of 48 hours per week by State Law shall have their hourly rate exclusive of the general increase of seven cents per hour increased in proportion to the increase which will be received by other dining car employees pursuant to the paragraph immediately preceding, which adjustment will become effective as of September 1, 1949; and for all hours, if any, which such employees may work in excess of 205 in a month, not to exceed 240, they shall be paid overtime at pro rata rate.

Employees represented by the organization above named in marine service who now work 16 hours per day with compensating days off, or 208 hours per month, shall have their basic work months and monthly rates of pay adjusted proportionately and in the same manner as those employees who are in the longer marine operations.

ARTICLE IV - YARDMASTERS

None of the provisions of this agreement other than Articles IV, VII and VIII shall apply to employees represented by the Railroad Yardmasters of America. All monthly rates of pay of such employees shall be increased $24.00, effective as of October 16, 1948, with no other change in working conditions or agreement rules.

ARTICLE V - LONGER MARINE OPERATIONS

The method of applying the shorter work week to employees engaged in the longer marine operations is hereby referred to the representatives of the parties on each carrier for disposition in accordance with the report and recommendations of the Emergency Board.

ARTICLE VI - DISPUTES MACHINERY

For the purpose of revising existing individual agreements to conform to this agreement, representatives of each carrier and the respective duly authorized representatives of its employees shall meet within 60 days from the date of this agreement and proceed with negotiations as expeditiously as possible.

There is hereby established a Committee to be known as the "40 Hour Week Committee." This Committee shall consist of six members of the Carriers' Conference Committees, signatories hereto, or their representatives or successors, and six members of the Employees' National Conference Committee, Sixteen Cooperating Railway Labor Organizations, signatories hereto, or their representatives or successors.

Any dispute arising between parties to this agreement in connection with the revision of individual agreements so as to make them conform to this agreement, shall be referred jointly, or by either party, for decision to the "40 Hour Week Committee," hereinafter referred to as the "Committee." Decisions of a majority of the Committee shall be binding upon the parties to such dispute. In the event the Committee is unable to reach a decision with respect to any such dispute, 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 six members of the Committee may request the National Mediation Board to appoint such neutral referee. In such event, the decision of a majority of the Committee, with the referee sitting as a member thereof, shall be final and binding upon the parties to any dispute in which a decision may be rendered.

The above-mentioned Conference Committees shall designate their respective members of the "40 Hour Week Committee" on or before April 1, 1949, and set the date for the first meeting. Thereafter, the Committee shall meet from time to time as necessary or upon call by any three members. The Committee shall not recess or adjourn unless a majority of the members of the Committee shall agree thereto. In all cases in this Article VI where a majority of the Committee is referred to, it shall mean a majority of all of the members of the Committee.

The Committee shall have jurisdiction to receive any dispute submitted to it under this Article and to render decisions thereon, provided such dispute is submitted to it on or before August 1, 1949. In the case of a dispute submitted by only one of the parties, the dispute shall be considered as having been submitted if properly addressed and mailed to the Committee, with copy to the other party, prior to midnight, August 1, 1949. In that event, the other party must mail its submission to the Committee within 20 days after date notice is mailed by the Committee that the submission of the other party has been received by the Committee. In the case of joint submissions by the parties to the Committee, they must be mailed on or before midnight, August 1, 1949. In the event such Committee finds it impossible to render a decision in any case prior to September 1, 1949, the carrier involved in such dispute shall nevertheless place in effect on its property for the employees involved in such dispute the 40-hour week, as provided for in this agreement. Decisions by the Committee shall be effective as of September 1, 1949.

The Committee shall have the power to promulgate such rules and regulations with respect to procedure as shall be designed to carry out the intent of this Article VI, but such rules and regulations shall not in any way conflict with the terms of this agreement.

ARTICLE VII - APPROVAL AND RATIFICATION

This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.
ARTICLE VIII - EFFECT OF THIS AGREEMENT

This agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about April 10, 1948, and the notices served by the carriers on the employees represented by the organizations listed in Exhibits A, B and C on or about April 19, 1948, and shall be construed as a separate agreement by and on behalf of each of said carriers and its said employees; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 19TH DAY OF MARCH, 1949.

For the participating carriers listed in Exhibit A:

H. A. Enoch
Chairman

N. N. Bailey

F. J. Grobel

E. H. Murray

For the participating carriers listed in Exhibit B:

L. D. Combs
Chairman

M. S. Larkins

J. H. Lohman

C. J. MacFay

G. E. Smith

International President
by International Vice President

International Brotherhood of Blacksmiths, Drop Forgers and Helpers.

C. J. MacFay

International President

Matthews the Union

Employees' National Conference Committee, Sixteen Cooperating Railway Labor Organizations:

J. E. Leighty
Chairman

Railway Employes' Department, A. F. of L.

J. C. Allen
President

International Association of Machinists.

Earl Melton
General Vice President

International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America.

J. H. Izadi

International President

Matthews the Union

International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
For the participating carriers listed in Exhibit C:

Chairman

J. H. Borton

W. J. Barron

J. H. Day Jr.

C. H. Hooker

Sheet Metal Workers' International Association.

J. M. Burns

General Vice President

International Brotherhood of Electrical Workers.

J. C. O'Connor

International Vice President

Brotherhood Railway Carmen of America.

J. H. Barnes

General President

International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.

George Wright

Vice President

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

W. W. Harrison

Grand President

Brotherhood of Maintenance of Way Employees.

J. E. Connolly

President

The Order of Railroad Telegraphers

J. E. Leighty

President

Brotherhood of Railroad Signalmen of America.

Jesse Clark

Grand President
National Organization, Masters, Mates and Pilots of America.

Wm. H. Van Buren
National Secretary-Treasurer

National Marine Engineers' Beneficial Association.

J. P. U. Hogan
National President

International Longshoremen's Association.

J. P. Pala
International President

Hotel & Restaurant Employees and Bartenders International Union.

Vincent Ernst
General President

Railroad Yardmasters of America.

Will Jackson
President
**EASTERN RAILROADS**

Eastern Railroads represented by the Eastern Carriers' Conference Committee in the handling of request of the sixteen (16) cooperating railway labor organizations for (1) 48 hours' pay for a 40-hour week; (2) overtime pay for Saturdays, Sundays and holidays, and (3) general wage increase of 25 cents per hour as contained in notices served on the individual railroads on or about April 10, 1948; also carriers' proposals with respect to the same subject matter as contained in notices served by the individual carriers on their employees on or about same date.

**Organizations**

1. Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees
2. Brotherhood of Maintenance of Way Employees
3. The Order of Railroad Telegraphers
4. Brotherhood of Railroad Signalmen of America
5. International Association of Machinists
6. International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America
7. International Brotherhood of Blacksmiths, Drop Forgers and Helpers
8. Sheet Metal Workers' International Association
9. International Brotherhood of Electrical Workers
10. Brotherhood Railway Carmen of America
11. International Brotherhood of Firemen, Oilers, Helpers Roundhouse and Railway Shop Laborers
12. Hotel and Restaurant Employees and Bartenders International Union
13. National Organization Masters, Mates & Pilots of America
14. National Marine Engineers' Beneficial Association
15. International Longshoremen's Association
16. Railroad Yardmasters of America

(Authority is co-extensive with the notices served and with the scope of agreements as to classes of employees)

**Railroads**

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(Footnotes on next page)
FOOTNOTES:

1 - Ann Arbor - Includes Furser Radio Operators employed on Lake Michigan Car Ferries and Radio Supervisor-Operator, Frankfort, Michigan, represented by The Order of Railroad Telegraphers.

2 - Ann Arbor - Includes Telegraph Linemen represented by the International Brotherhood of Electrical Workers.

3 - B. & O. - Includes employees of the following properties represented by the Brotherhood of Railway and Steamship Clerks, etc.:
   - Camden Warehouse, Baltimore, Md.; Blue Line Transfer; Locust Point Grain Elevator; Terminal Storage Company, Washington, D.C.; Curtis Bay Railroad; Baltimore & Ohio Warehouse, Cincinnati, Ohio; and B. R. & P. Warehouse, Rochester, N. Y.

4 - B. & O. - Includes Strouds Creek and Muddley Railroad.

5 - B. & C. - Includes Dayton and Union Railroad.

6 - B. & O. - Includes Cumberland Rolling Mill.

7 - B. & O. - Philadelphia Harbor only.

8 - CRRofNJ - Authorization also covers employees of the New York and Long Branch Railroad, Wharton and Northern Railroad; and Jersey Central Transportation Company.

9 - CRRofNJ - Includes employees in the Marine Repair Shop represented by the International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers & Helpers; and Sheet Metal Workers' International Association.

10 - CRRofNJ - Includes employees in the Marine Repair Shop and Telegraph and Telephone Department represented by the International Brotherhood of Electrical Workers.

11 - D. L. & W. - Includes employees in the Maintenance of Way Department represented by the Sheet Metal Workers' International Association and International Brotherhood of Electrical Workers.

12 - D. L. & W. - Includes employees in the Marine Shops represented by the Brotherhood Railway Carmen of America.

13 - Erie - Includes employees represented by the Railway Employees Department, A. F. of L., at the Mendville Reclamation Plant; Jersey City Marine Shops; and Telegraph and Signal Department.

14 - L. V. - Includes foremen, below the rank of general foreman, of these crafts in the Maintenance of Equipment Department and in the Telegraph and Telephone Department. Also includes employees at Jersey City Marine Shop and Telegraph and Signal Departments.
FOOTNOTES - continued -

15 - L. V. - Includes Telegraph, Telephone and Electrical Construction and Maintenance of all poles, line wires and supporting structures in the Maintenance of Way Department.

16 - N.Y.C. - Full Line - Includes Grand Central Terminal.

17 - N.Y.C. # Includes Federal Valley Railroad.

18 - NYC-Buffalo & East - Includes Grain Elevator Employees and employees of the Buffalo Stock Yards.

19 - NYC-Buffalo & East - Includes Grand Central Terminal.

20 - NYC-Buffalo & East - Includes Utility Men.

21 - NYC-Buffalo & East - Includes Fleet Erigemen.

22 - NYC-West of Buffalo - Includes Train Maids and Dormitory Car Porters and Utility Men.

23 - Michigan Central - Includes Train Dispatchers.

24 - Boston & Albany - Includes Railroad Crossing Police.

25 - N.Y.C. & St.L. - Includes employees in the Maintenance of Way Department represented by the International Association of Machinists; International Brotherhood of Blacksmiths, Drop Forgers & Helpers; Sheet Metal Workers' International Association; and Brotherhood Railway Carmen of America.

26 - N.Y., N.H. & H. - Includes employees in the Marine Shop at Harlem River represented by the International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America; Sheet Metal Workers' International Association; and Brotherhood Railway Carmen of America.

27 - N.Y., N.H. & H. - Includes employees in Electric Transmission and Communication Department represented by the International Brotherhood of Electrical Workers.

28 - N.Y., N.H. & H. - Includes Station Restaurant employees, Grill Car Hostesses and Train Salesmen represented by the Hotel & Restaurant Employees and Bartenders International Union.

29 - Pennsylvania - Covers Chefs, Cooks, Waiters, Pantrymen, Dish Washers, Kitchen Boys and Maids, on Cape Charles-Norfolk ferries only.

30 - Long Island - Includes Sheet Metal Workers and Electricians (Electric Traction) in M. of W. Department.

31 - Reading - Includes miscellaneous employees at Port Reading and Port Richmond represented by the International Brotherhood of Firemen and Oilers.
32 - Pennsylvania - Indicates crafts; these crafts represented by Employes' National Conference Committee by authority of the Brotherhood of Railroad Shop Crafts of America, affiliated with Railway Employes Department, A. F. of L.

33 - Pennsylvania-Reading Seashore Lines - Indicates crafts; these crafts represented by Employes' National Conference Committee by authority of the Brotherhood of Railroad Shop Crafts of America, affiliated with Railway Employes Department, A. F. of L.

FOR THE CARRIERS:

J. E. Jones

FOR THE EMPLOYEES:

J. E. Leighty

Chicago, Ill.
October 25, 1946
**EXHIBIT B**

**WESTERN RAILROADS**

List of Carriers as represented by the Western Carriers' Conference Committee-1946, and their employees represented by the sixteen cooperating railway labor organizations (listed below) in the matter of notices dated on or about April 10, 1948, served upon various individual Western Railroads requesting forty-eight hour's pay for forty hour's work, time and one-half for Saturday service, double time for Sunday and holiday service, and a general wage increase of twenty-five cents per hour, as specified in said notices; also, the carriers' proposals with respect to the same subject matter served on or about April 10, 1948, upon their employees represented by the organizations listed below.

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<tr>
<th>ORGANIZATIONS</th>
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<tbody>
<tr>
<td>1. International Association of Machinists</td>
<td>9. Brotherhood of Maintenance of Way Employees</td>
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<tr>
<td>2. International Brotherhood of Boilermakers, Iron Ship Builders &amp; Helpers of America</td>
<td>10. The Order of Railroad Telegraphers</td>
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<tr>
<td>7. International Brotherhood of Firemen, Oilers, Helpers</td>
<td>15. Hotel &amp; Restaurant Employees and Bartenders International Union</td>
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<tr>
<td>8. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees</td>
<td>16. Railroad Yarndancers of America</td>
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(Authorization is co-extensive with the provisions of current schedule agreements applicable to the employees represented by the organizations listed above.)

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**NOTES**

1. Authorization includes telegraph and telephone linemen.
2. Authorization includes employees in dining car commissaries at Chicago and Los Angeles.
3. Authorization does not include agent-yeoman officers or footboard yeoman officers.
4. Authorization includes powerhouse employees and railway shop laborers.
5. Authorization does not apply to positions of train mail clerks, covered by memorandum agreement dated Chicago, April 12, 1946.
6. "Freight forwarding system board of adjustment.
7. Authorization includes red caps.
8. Authorization includes shop laborers.
9. Authorization includes water service employees.
10. Authorization includes telephone and telegraph maintainers.
11. Authorization includes all employees covered by agreement effective October 1, 1945 covering ore dock employees.
12. Authorization includes all employees covered by agreement effective April 16, 1947 covering coal dock employees.
13. Authorization includes King Street station.
14. Authorization includes linemen and helpers, powerplant inspectors, climbers and framers, maintainers and helpers, load dispatchers.
15. Authorization includes ore dock foremen and other ore dock employees. Authorization includes clerical, station and store employees at King Street station but does not include employees in the kitchen, restaurant and news stands at King Street station covered by agreement effective January 1, 1947.
17. Authorization does not include ILLINOIS CENTRAL SYSTEM HOSPITAL DEPARTMENT EMPLOYEES COVERED BY AGREEMENT EFFECTIVE JULY 11, 1939.
18. Authorization does not include C&NW RR (Agreement December 8, 1934).
19. Authorization does not include power plant employees, roundhouse and shop laborers represented by International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Shop Laborers at I.C. Hospital (Agreement October 1, 1942).
20. Authorization does not include watchmen, deck hands and firemen on steamer "Pelicarn", represented by International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Shop Laborers (Agreement July 1, 1939).
21. Authorization does not include clerical workers, machine operators and other designated office and station employees and laborers, represented by Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on C&NW RR.
22. Authorization does not include Watchmen, Gatemen, etc., in W of W Department represented by Brotherhood of Maintenance of Way Employees on C&NW RR (Agreement Effective September 1, 1934; Reprinted June 1, 1945, Applicable on C&NW RR as of September 1, 1937).
23. Authorization does not include signal foremen, signallers, signal maintainers, assistant signallers, assistant maintainers, and signal helpers represented by Brotherhood of Railroad Signallers of America and Foremen of Signal Men (Agreement April 1, 1944).
24. Authorization does not include chefs, cooks, waiters, waitresses, bus boys, etc., represented by Dining Car Employees' Union, Local 351, in I.C. Restaurant (Agreement September 1, 1942).
25. Authorization does not include platform service vendors, represented by Dining Car Employed Union, Local 351, applicable to PSEA.
27. Authorization includes scale mechanics.
28. Authorization includes water and plumbing service mechanics.
29. Authorization includes road electricians (communications department).
30. Authorization includes ore dock employees and timber treating plant employees.
31. Authorization applies only to employees covered by the agreement between the Northern Pacific Railway and Dining Car Employees Union Local 516, effective March 1, 1941.
32. Authorization excludes general yardmaster positions specified in rule 1(a) of agreement effective March 1, 1945. This authorization includes general yardmasters, assistant general yardmasters and yardmasters employed by King Street station covered by agreement between the Northern Pacific Railway and Railroad Yardmasters of America, effective March 1, 1945.
33. Authorization includes coal tippie operators and T.S. & T. Dept. electrical workers.
34. Authorization does not include employees in concessions department, i.e., kitchen, restaurant, fountains and news stands, who are covered by agreement between the St. Paul Union Depot Company and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective December 1, 1943.
35. Authorization includes laundry workers and seamstresses.
36. Authorization includes train bartenders represented by Bartenders Union, Local 41.
37. Authorization includes water service repairmen.

7 - Trusteeship - Subject to Approval of Court.

Chicago, October 21, 1948

For the Carriers:

For the Organizations:

[Signature]

[Signature]
In the matter of proposals for so-called 40-hour week with pay therefor on basis of 40 hours, for time and one-half for service performed on Saturday, for double time for service performed on Sunday and holidays, and for increase in rates of pay submitted on behalf of certain employer groups on April 10, 1948.

Proposals for revision and/or elimination of certain rules or practices, and for certain additional rules submitted by such railroads to certain employer groups between April 15 and May 7, 1948.

Authority is co-extensive with the provisions of current schedule agreements with the employee groups indicated by * and on behalf of which and to which such proposals were submitted.

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(a) In trusteeship. Any commitment on its behalf is subject to Court approval.

(b) Includes State University R.R.

(c) Includes Woodstock & Blocton Ry.

September 17, 1948

For the Railroads

[Signature]

For the Organization

[Signature]
AGREEMENT
between the
NORTHERN PACIFIC RAILWAY COMPANY
and
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

An agreement was entered into effective September 1, 1949, between the parties hereto revising the agreement effective August 1, 1943, as revised by agreement effective December 16, 1944, between parties hereto governing hours of service and working conditions of all employees in the Maintenance of Way Department working under the supervision of Supervisors of Bridges and Buildings and Roadmasters below the rank of Assistant Supervisors of Bridges and Buildings and Assistant Roadmaster, except track supervisors, to conform to the provisions of Articles II, VI, and VIII of the agreement dated March 19, 1949, between participating carriers represented by the Eastern, Western and Southeastern Conference Committees and employees thereon represented by the Employees' National Conference Committee, Sixteen Cooperating Labor Organizations.

Rule 26-1 (f) of the said agreement effective September 1, 1949, is hereby revised to read:

"(f) Deviation from Monday-Friday week: If in positions or work extending over a period of five days per week an operational problem arises which the Railway Company contends cannot be met under the provision of Rule 26-1 (b), and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary and if the parties fail to agree thereon, then if the Railway Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement."

The said agreement entered into effective September 1, 1949, provides as follows with respect to Rule 32 of the agreement effective August 1, 1943, as revised effective December 16, 1944:

"Rule 32, reading as follows:

'WATER SERVICE FOREMEN

Rule 32. Water service foremen and assistant water service foreman will be paid a monthly salary to cover all services rendered, and expenses while away from headquarters on Company business."
A water service foreman or an assistant water service foreman, who has been in continuous service as such for a period of more than one year will not have deduction made from his pay for time absent account sickness until he has been absent twelve (12) days in a calendar year."

is hereby eliminated."

The provision appearing in the said agreement effective September 1, 1949, relating to Rule 32 is hereby eliminated.

Rule 32 of the agreement effective August 1, 1943, as revised effective December 16, 1944, is hereby revised to read:

"WATER SERVICE FOREMEN

Rule 32. A water service foreman or an assistant water service foreman who has been in continuous service as such for a period of more than one year will not have deduction made from his pay for time absent account sickness until he has been absent ten (10) days in a calendar year."

Except as herein specifically provided for the said agreement effective August 1, 1943, as revised effective December 16, 1944, and as further revised effective September 1, 1949, is unchanged.

This agreement shall become effective September 1, 1949, and shall continue in effect subject to the last paragraph of the said agreement effective August 1, 1943.

For the EMPLOYEES: For the NORTHERN PACIFIC RAILWAY CO.

/s/ J. T. KEYES /s/ C. V. Berglund
General Chairman General Manager
Bro. of Maint. of Way Employees Lines East of Livingston

/s/ C. O. MOREHOUSE /s/ J. F. Alsip
General Manager Lines West of Livingston

Approved:

/s/ W. W. Jason
Vice President

St. Paul, Minnesota
March 6, 1950
GENERAL GUIDE TO GOVERN REVISION IN RULES TO APPLY THE 40-HOUR WEEK

Suggested rules changes to conform to the Agreement of March 19, 1949 providing for the establishment of the 40-hour work week effective September 1, 1949

********

WEEKLY GUARANTEES
(Article II, Section 3(f))

Regularly established daily working hours will not be reduced below eight hours per day, nor will the regularly established number of working days be reduced below five days per week.

NOTE: Add any exceptions contained in your present rules.

MONTHLY GUARANTEES
(Article II, Section 3(f))

NOTE: No changes are required except where the present rule provides for a specified number of days work per month. In these instances such specified number of days should be reduced one-sixth.

BULLETIN RULES AND NOTICES
(Article II, Section 1(k))

NOTE: No change in present rule is necessary, but it should be mutually understood that the change in the
work week does not require the rebulletining of present positions.

**NOTE:** This is a new rule and should be included in the schedule agreement immediately after the Scope Rule.

**DEFINITION OF WORDS "POSITIONS" AND "WORK"
(Article II, Section 1)
(NEW RULE)**

The expressions "positions" and "work" used in this agreement refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

**WORK WEEK
(Article II, Section 1(a thru i))
(NEW RULE)**

(a) General

Subject to the exceptions contained in this rule, all employees will be assigned to a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven. The work weeks may be staggered in accordance with the Carriers' operational requirements. So far as practicable the days off shall be Saturday and Sunday. The foregoing Work Week Rule is subject to the provisions of
this Rule, which follow:

(b) **Five Day Positions**

On positions, the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) **Six Day Positions**

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) **Seven Day Positions**

On positions which are filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) **Regular Relief Assignments**

All possible regular relief assignments, with five days of work and two consecutive rest days, will be established to do the work necessary on rest days of assignments in six or seven day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days.
as may be assigned under this Agreement.

Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(f) Deviation from Monday-Friday Week

In positions or work extending over a period of five days per week, where the Carrier contends its operational requirements cannot be met under the provisions of Paragraph (b) of this Rule, and some employees are required for services Tuesday through Saturday, such assignments may be agreed upon between the parties signatory hereto.

(g) Nonconsecutive Rest Days

After all possible regular relief positions are established pursuant to Paragraph (e) of this Rule, and there remain positions covered by Paragraph (c), (d) and (e) which may

**NOTE:** This paragraph will apply to trackwalkers and lampmen only.
affect the consecutiveness of the rest days, the following may be agreed upon between the parties signatory hereto.

1. Possible use of rest days other than Saturday and Sunday.

2. The accumulation of rest days and the granting of longer consecutive rest periods.

3. Other suitable or practical plans which may be suggested by either of the parties.

If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.

If, after all the foregoing has been done, there still remains service which can only be performed by requiring employes to work in excess of five days per week, the number of regular assignments, covered by Paragraphs (c), (d) and (e), necessary to avoid this may be made with two nonconsecutive days off.
(h) **Rest Days of Extra or Furloughed Employees**

The rest days of extra or furloughed employees need not be consecutive, however, if they take the assignment of a regular employee they will have, as their days off, the regular days off of that assignment.

(i) **Beginning of Work Week**

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, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

**REST DAY AND HOLIDAY WORK**  
(Article II, Sections 1(j) and 3(d))

(a) Except as otherwise provided in this Rule, employees who are required to work or held on duty on rest days and the following holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, (provided that when any of the above holidays fall on a Sunday, the following day shall be

**NOTE:** This suggested rule replaces the present Sunday and Holiday Rule.

Where the present Sunday and Holiday Rule makes reference to "All Service" positions, such language should be deleted. Where there are exceptions in the present rules favorable to the employees, such exceptions should be retained.
considered the holiday) shall be paid for at the rate of time and one-half for time worked or held on duty, with a minimum of two (2) hours and forty (40) minutes as per Rule \[\text{Rule No.}\].

(Insert Call Rule No.)

(b) A regular relief employe, of the same class, working in the place of a regular employe on the latter's assigned rest days will be paid therefor at the straight time rates, except that such relief employe, if worked on a designated holiday, shall be paid at the time and one-half rate.

(c) Where rest days are being accumulated under Paragraph (g) of Rule \[\text{Rule No.}\], the provisions of this Rule will not apply, except that such employe, if worked on a designated holiday, shall be paid at the time and one-half rate.

OVERTIME

NOTE: Retain present rule, except delete any reference to "All Service Rendered" provisions, and add the following:
(Article II, Section 3(i))

Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

(Article II, Section 3(a))

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, 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 rule in computations leading to overtime.
NOTE: Delete "All Service Rendered"
Rules, as all such employes covered
by the Agreement are to be assigned
to a basic month of 169 1/3 hours
and paid for all service in excess of
169 1/3 hours under the provisions
of the Overtime Rules applicable.

DETERMINING HOURLY RATE
(Article II, Section 2(5))

To determine the straight time
hourly rate divide the monthly rate
by 169 1/3 or the weekly rate by 40.
To determine the daily rate multiply
the straight time hourly rate by
eight.

Fractions less than one-fourth
of one cent will be omitted, one-
fourth or over, and under three-
fourths, to be counted as one-half
cent, three-fourths and over to be
counted as one cent.

NOTE: Retain the present rules but
substitute the words "rest days"
wherever the rule refers to Sunday.
NOTE: Where the language of the rule reads "Sundays," change to read "rest days."

NOTE: Present rules will apply as heretofore and in addition the travel time provisions of the Agreement will be extended to cover all employes in the Maintenance of Way Department. Where the present rule now refers to certain classes of employes the exceptions should be deleted and the language changed to read "all employes."

NOTE: This Agreement to apply to this class of employes in the same manner it applies to all other classes in the Maintenance of Way group. Where such employes are now assigned to intermittent service under the provisions of the effective agreement, such intermittent assignments may be continued and where the agreement permits composite assignments, this practice may also be continued.
VACATIONS
(Article II, Section 3(h))

NOTE: Where the Vacation Agreement is part of, or is an Appendix to the present schedule agreement, or is contained in a Memorandum of Agreement, such Agreement should be amended to provide:

That the number of vacation days for which an employe is eligible under any vacation rule shall be reduced by one-sixth.

If the qualifying period is expressed in days, the days shall be reduced by one-sixth; for example: 160 qualifying day requirements in the year 1949 for a vacation in 1950 shall be reduced to 151 days; thereafter such qualifying periods shall be 133 days. Qualifying years accumulated prior to the year 1949 for extended vacations shall not be changed.

SICK LEAVE
(Article II, Section 3(l))

NOTE: Present sick leave rules will be retained but will be revised to reduce the sick time allowances by one-sixth. Where the qualifying time for sick leave privileges is expressed by a specific number of days of work or
by continuous service over an expressed period, such qualifying time will be reduced by one-sixth.

NOTE: To be amended to include new rates. Agreements that do not now list the rates of pay should be revised to include such rates. Carriers that object to the inclusion of rates of pay in the agreement should be informed that the Railway Labor Act stipulates in part:

"It shall be the duty of all carriers ... and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions, ..."

The National Mediation Board has ruled that such agreements shall be in writing.

GENERAL

(a) Rules governing the filling of crossing, highway, B&B and tunnel watchmen's positions, etc., shall be retained unless the carrier will agree that all such positions will be bulletined and assigned to employees in the Maintenance of Way Department exclusively. In such instances, where the carrier will agree to fill all watchmen's positions in this manner, it may be desirable to negotiate a new rule or amend the present rule to permit employees in the B&B and track
departments to be assigned to relief positions, performing service in their own
classification, as well as service as watchmen, bridgetenders, etc.

（b）In no instances should System Committees agree to the conversion of
monthly rates to hourly rates.

（c）Any other rules in the Agreement not covered in this suggested outline
of rule revisions and not in conflict with these suggested changes should be
retained. In instances where such rules are in conflict with these suggested
changes and it is deemed essential to retain a portion of the present rule,
the conflicting portion of the rule should be eliminated or amended.

EXAMPLES

I  The Call Rule in a number of the individual schedule
agreements now provide that "...employees other than those
paid a monthly rate for all services performed ..." are
subject to the provisions of the Call Rule. This type of
rule should be revised to provide that all employees
covered by the effective agreement are subject to the Call
Rule.

II  Other schedule agreements have Call Rules that read as
follows: "Except as otherwise provided in these rules,
employees notified or called to perform work ..." are subject
to the provisions of the Call Rule. When this exception is
contained in the rule for the purpose of excluding all
service rendered employees from coming within its provisions,
the rule should be revised and its provisions extended to
all employees.
WAGE INCREASE OCTOBER 1, 1948 TO SEPTEMBER 1, 1949

Effective October 1, 1948 all hourly, daily, weekly and monthly rates of employees who are employed by Carriers who were parties to the March 19, 1949 Agreement, will be increased in the amount of seven cents per hour. This increase is to be applied to the number of hours now comprehended by the daily, weekly or monthly rate in all instances. All employees who have rendered service under the existing agreements between the Brotherhood of Maintenance of Way Employes and the Carriers who were parties to the Chicago Agreement of March 19, 1949 are eligible to receive this increase.

Overtime hours will be computed in accordance with the individual schedules for all overtime hours paid for.
MAINTENANCE OF EARNINGS SUBSEQUENT TO SEPTEMBER 1, 1949

HOURLY AND DAILY RATES

Effective as of September 1, 1949 all types of hourly or daily rates, which lead to an employee's normal earnings, (exclusive of the general increase of seven cents per hour effective October 1, 1948) shall be increased by 20 percent in order to provide 45 hours' pay for 40 hours' work. After all hourly and daily rates are adjusted to conform to the principle of 48 hours' pay for 40 hours' work, the general increase of seven cents per hour effective October 1, 1948 is to be added to the newly adjusted hourly or daily rate, and the sum total of this adjustment then becomes the new basic hourly or daily rate.
MAINTENANCE OF EARNINGS SUBSEQUENT TO SEPTEMBER 1, 1949

WEEKLY RATES

Effective September 1, 1949, basic weekly rates, (exclusive of the general increase of seven cents per hour effective October 1, 1948) shall be adjusted by dividing such weekly rate by the equivalent number of straight time hours comprehended by the weekly rate so as to determine the equivalent straight time hourly rate. The equivalent straight time hourly rate shall be multiplied by 48 to determine the new weekly rate for 40 hours, and to such rate there shall be added $2.80 and the total sum of this adjustment then becomes the new basic weekly rate for a week of 40 hours.
MAINTENANCE OF EARNINGS SUBSEQUENT TO SEPTEMBER 1, 1949

MONTHLY RATES

Effective September 1, 1949, basic monthly rates (exclusive of the general increase of seven cents per hour effective October 1, 1948) shall be adjusted by dividing such rate by the equivalent number of straight time hours comprehended by such rate so as to determine the equivalent straight time hourly rate. The equivalent straight time hourly rate shall be multiplied by 204 and to this amount shall be added the sum of $11.85 and the total sum of this adjustment then becomes the new basic monthly rate for a month of 169 1/3 hours.