

16

**Report**  
**TO**  
**THE PRESIDENT**  
**BY THE**  
**EMERGENCY BOARD**

---

CREATED DECEMBER 12, 1944

Under Section 10 of the Railway Labor Act

To investigate and report on an unadjusted  
dispute between the Steelton and High-  
spire Railroad Company and certain of  
its employees represented by the  
Brotherhood of Locomotive Fire-  
men and Enginemen and the  
Brotherhood of Railroad  
Trainmen

DECEMBER 30, 1944

UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1945

WASHINGTON, D. C.  
*December 30, 1944.*

THE PRESIDENT,  
*The White House.*

MR. PRESIDENT: The Emergency Board created by you December 12, 1944, under Section 10 of the Railway Labor Act to investigate and report on an unadjusted dispute between the Steelton and Highspire Railroad Company and certain of its employees represented by the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen, has the honor to submit its report and recommendations based upon its investigation of the matters in dispute.

(Signed) I. L. SHARFMAN, *Chairman.*

(Signed) LEIF ERICKSON, *Member.*

(Signed) GRADY LEWIS, *Member.*

(iii)

## **REPORT TO THE PRESIDENT BY THE EMERGENCY BOARD CREATED DECEMBER 12, 1944, UNDER SECTION 10 OF THE RAILWAY LABOR ACT**

*To investigate and report on an unadjusted dispute between the Steelton and Highspire Railroad Company and certain of its employees represented by the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen.*

By Proclamation dated December 12, 1944, the President created an Emergency Board pursuant to the provisions of Section 10 of the Railway Labor Act as amended to investigate and report on an unadjusted dispute between the Steelton and Highspire Railroad Company and certain of its employees represented by the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen. On December 14, 1944, he designated and appointed as members of this Emergency Board Judge Leif Erickson of Helena, Mont., Col. Grady Lewis of Washington, D. C., and Dr. I. L. Sharfman of Ann Arbor, Mich.

The Board as thus constituted first met on December 18, 1944, at 10:00 A. M., in Room 300 of the Post Office Building, at Harrisburg, Pa. It selected Dr. Sharfman as its chairman and approved the appointment of Frank M. Williams & Co. as its official reporter. The Carrier was represented by attorneys C. A. McLain and B. M. Williamson, both of New York, N. Y.; and the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen were represented, respectively, by Vice-President William C. Lash and Vice-President W. L. Reed, both of Cleveland, Ohio. These representatives of the employees (embracing engineers, firemen or helpers, conductors, brakemen and switchtenders) acted jointly throughout the proceeding.

Public hearings were held at Harrisburg on December 18, 19, 20, 21, and 22. The record of the proceeding, consisting of 847 pages of testimony, is transmitted herewith and made part of this report. The Board also viewed the property and operations of the Carrier, with representatives of both parties present and assisting, for the purpose of acquiring a first-hand understanding of the more important problems involved in the dispute. Twice

during the period of the hearings direct negotiation between the parties was resumed, at the suggestion of the Board. In the first instance agreement was reached on Rule 37 of the proposed contract, and this rule was withdrawn from the consideration of the Board. The second effort at negotiation, with respect to Rules 10, 11, and 16, failed of practical results; and the efforts of the Board itself to adjust the dispute, on December 23, likewise proved of no avail. The Board then transferred its activities to Washington, D. C. (Room 519, Investment Building), and after reaching its conclusions in a series of executive sessions prepared this report.

### DEVELOPMENT OF DISPUTE

The task facing the Carrier and the Brotherhoods, which was ultimately left in some of its aspects to the determination of this Board, was to agree, for the first time, upon the rules and regulations which were to govern the rates of compensation and the conditions of employment of the classes of employees on the Steelton and Highspire Railroad represented by the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen.

A request for conferences to this end, on the basis of proposals then submitted, was initially made by the Brotherhoods on January 12, 1942. Because the Carrier insisted that the right of representation be officially established, the Brotherhoods invoked the services of the National Mediation Board for investigation and certification; and on July 17, after an election had been held, the Brotherhoods were certified as the legal representatives of the classes of employees involved (Case No. R-876 for the Brotherhood of Locomotive Firemen and Enginemen, and Case No. R-882 for the Brotherhood of Railroad Trainmen).

On August 27, 1942, conferences were again requested on behalf of the Brotherhoods, and such conferences were held on September 9, 24, 25, and 30, and on October 1. When negotiations were broken off on October 1, all but eight rules or parts of rules had been agreed upon.

Thereupon, on October 3, 1942, the services of the National Mediation Board were invoked by the Brotherhoods. Mediation conferences were held with the parties at Harrisburg between December 5 and 16, 1942. When the mediator was convinced that further efforts at mediation would prove fruitless, he sug-

gested to the parties that they submit their remaining differences to arbitration. The Brotherhoods expressed their willingness to arbitrate; the Carrier declined. These oral responses to the mediator's suggestion were later formally confirmed in writing. The mediator, in joint communications to the parties, then set forth, as of December 16, 1942, the thirty-three rules upon which tentative agreement had been reached and the four rules that still remained in dispute.

The rules upon which tentative agreement had been reached through negotiation and mediation were listed by the mediator as follows:

<i>Rule No.</i>	<i>Title</i>
1.	Rates of Pay (Except for inclusion of Helpers (electric) which is dependent on disposition of Rule 10.)
2.	Basic Day.
3.	Overtime.
4.	Beginning and Ending of Day.
5.	Starting Times.
6.	Assignments.
7.	Calculating Assignments and Meal Periods.
8.	Lunch Period.
9.	Points for Beginning and Ending Day.
12.	Preparatory and Inspection Time.
13.	Extra Boards and Time Limitations.
14.	Calling.
15.	Called and Not Used.
17.	Pay for Attending Court or Investigations.
18.	Promotion to Supervisory Position.
19.	Vacations.
20.	Seniority.
21.	Reduction in Force.
22.	} Application for Employment.
23.	
24.	Forfeiting Seniority.
25.	Service Letter.
26.	Leave of Absence.
27.	Throwing Switches.
28.	Operation of Mechanical Devices.
29.	Cleaning and Supplying Locomotives.
30.	Firemen Operating Locomotives.
31.	Locomotive Equipment.
32.	Return of Time Slips.
33.	Investigations.
34.	Representation.
35.	Names and Addresses of Representatives of Employees.
36.	Effective Date and Amendments.

<i>Rule No.</i>	<i>Title</i>
37.	Yard Work (Following agreements in regard to Exceptions to this rule). Exception No. 3, Introductory paragraph, Sections "A," "B," "C," "E." Exception No. 4. Exception No. 6 (Will be renumbered as No. 3, other sections to be changed accordingly.).

The rules which still remained in dispute were listed by the mediator as follows:

<i>Rule No.</i>	<i>Title</i>
10.	Make-up of Crews.
11.	Locomotives Substituted for Steam Locomotives. (Dependent on Disposition of Rule 10.)
16.	Pay for Work other than Regular Duties.
37.	Yard Work. (Introductory paragraph, Sections "D" and "F" of Exception 3, Exception 5, Exception 7, Exception 1, and Exception 2.)

Both the Carrier and the Brotherhoods promptly confirmed in writing the understanding of the mediator with respect to both the rules tentatively agreed upon and the rules still remaining in dispute. The Carrier, through its Vice-President, stated further: "As I stated to you in our conference yesterday, this Railroad is not prepared to sign an agreement with such Brotherhoods which shall not include all of the rules, drafts of which we have presented to you and to such Brotherhoods. Subject, however, to final agreement being reached on all such rules, I confirm that the agreement of this Railroad in respect of the rules so listed in your letter is definite and that the only rules now in dispute between this Railroad and such Brotherhoods are said Rules 10, 11, and 16 and parts of Rule 37."

On January 5, 1943, the National Mediation Board notified the parties that since all practical methods provided in the Railway Labor Act for its adjustment of the dispute had been exhausted without effecting a settlement, its services were terminated as of that date. On January 11, the two Brotherhoods, through their national presidents, requested the appointment of a Panel Emergency Board, in order to avoid the taking of a strike vote and the setting of a strike date. No such Board was appointed, however; and on February 6 the National Mediation Board notified the parties that "the file in this case was closed on February 5, 1943, account refusal to arbitrate."

Because of the pendency of the nation-wide wage disputes during the year 1943, and because of important matters on other properties which diverted the attention of the Brotherhoods, there was a lapse of activity in this case until April of 1944. Direct

negotiations between the parties were then resumed. Conferences were held April 18, July 3, August 8, and August 30. When no substantial progress was made in these conferences, and Rules 10, 11, 16, and 37 still remained in dispute, the Brotherhoods were authorized by their chief executives to submit a strike ballot to the employees represented by them on the property of the Steelton and Highspire Railroad. The strike ballot was submitted September 12, 1944, and as a result thereof a strike was set for November 11, 1944. Before that date the Brotherhoods were induced by the Carrier to postpone the strike, and direct negotiations between the parties were again resumed. Conferences were held on November 13, 14, 15, and 17. No agreement was reached on any of the rules in dispute. Arbitration was suggested by the Carrier but was refused by the Brotherhoods. Then the National Mediation Board called the parties to Washington, and on December 5 resumed its mediatory efforts. They proved to be of no avail in effecting a settlement. As its final act, the Mediation Board formally proffered arbitration to the parties, but the Brotherhoods declined. Thereupon the strike voted under the ballot of September 12 was set for December 13; the National Mediation Board notified the President that this unadjusted dispute "now threatens substantially to interrupt interstate commerce within the State of Pennsylvania to a degree such as to deprive that section of the country of essential transportation service"; and in consequence, as already noted, this Emergency Board was created by the Proclamation of the President dated December 12, 1944.

### MATTERS AT ISSUE

As previously pointed out, the issues in dispute when the hearings began were:

Rule 10: "Make-up Crews."

This rule is subdivided into (a) locomotive crews, and (b) yard crews.

Rule 11: "Locomotives substituted for Steam Locomotives."

Rule 16: "Pay for work other than regular duties," and

Rule 37: "Yard Work."

This rule was agreed to by the parties by direct negotiations during the course of the hearings and was, accordingly, withdrawn from consideration of the Board.

The issue presented by Rule 10(a) involves the employment of firemen (helpers) on diesel locomotives. The Brotherhood

submitted a proposal for a rule providing for not less than one engineer and one fireman (helper) on all diesel locomotives. The carriers proposed that no fireman (helper) be included in the crew consist of any such locomotive.

As to Rule 10(b) the Brotherhood proposed that yard crews should consist of not less than one conductor and two brakemen, except in special circumstances where a crew might be required to work with one brakeman pending the arrival of a second brakeman who would be promptly called to fill out the crew. The Carrier countered with the offer of one conductor and but one brakeman per yard crew.

The question of the assignment of engineers and firemen to crews of electric or other powered locomotives, when such are substituted for steam locomotives, as raised by Rule 11, is only determinable after the adoption of Rule 10(a). This is true by reason of the nature of the subject matter dealt with by Rule 11. The Brotherhood asked for a rule providing for the assignment of engineers and firemen to crews in all cases where electric or other powered locomotives are substituted for steam locomotives. The Carrier declined to submit any proposal for a Rule 11, since the character of 10(a) as finally adopted would determine the character of Rule 11.

Rule 16 resolved itself into a controversy affecting the time to be paid for, for work performed other than regular duties, rather than the rate of pay for such work. The Brotherhoods, to further secure the "interlocking relationship" existing between this rule and certain other rules affecting basic day and assignments of employees, proposed that Rule 16 should read:

"If an employee be taken from his regular assignment under orders of the Company to perform any service other than that covered by his regular assignment, he shall be paid at the established rate of pay for the service performed, but in no case less than a minimum day's pay at the rate at which he would have been paid had he performed his regular assignment. This Rule shall also apply to employees on the extra list."

The Carrier, seeking to weaken such "interlocking relationship," proposed that Rule 16 should provide:

"If an employee shall be taken from his regular assignment under orders of the Company in order to perform service other than that covered by his regular assignment, he shall be paid for all time actually worked by him (whether on his regular assignment or in such other service) at the highest of the applicable rates of pay for the respective classes of service performed by him."



Rule 1, dealing with rates of pay, is not in dispute; the rates of pay provided therein, however, include an 18 cent per day differential for engineers and a 13 cent per day differential for firemen. These differentials were tentatively agreed upon as of December 16, 1942. The Brotherhood contends that they should be made effective as of that date. The Carrier contends that they should be made effective as of the date of the signing of the complete agreement.

## CONCLUSIONS AND RECOMMENDATIONS

### Crew Consist — Engine.

As has been said, the parties are at a complete stalemate on the question of the consist of engine crews on the Diesel Locomotives used on this road. The Board's attempts to settle this question through mediation were not successful. This question has been an issue throughout the controversy.

The testimony shows that the five Diesel Locomotives used on the property fall into two radically different classes. The three Diesel Locomotives numbered 30, 35, and 36 differ in weight but are similar in construction. According to the figures given by the Brotherhood and confirmed by the Carrier Diesel Locomotive Number 30 weighs on drivers 137,300 pounds. Number 35 weighs on drivers 146,000 pounds, and Number 36 weighs on drivers 147,700 pounds. In construction as to controls, manner of operation and visibility these three Diesel Locomotives are similar.

The other two Diesel Locomotives, Numbers 32 and 33, are entirely dissimilar to Diesel Locomotives Numbers 30, 35, and 36. First, they are much larger. Number 32 weighs 201,410 pounds on drivers and Number 33 weighs 196,300 pounds on drivers. Secondly, these two Diesel Locomotives are radically different in design and construction from the other three. On the three smaller Diesel Locomotives the operator's cab is in the middle of the chassis with two of the four motors in front of the cab and two to the rear of the cab. Further, these motors are set much lower on the smaller Diesel Locomotives than on the two larger ones so that considerable clearance is given over them for observation by the engineer.

In the case of the two larger Diesel Locomotives the motors are all in front of cab which is on the extreme rear of the chassis and these motors are considerably higher than on the three smaller Diesel Locomotives. Further, the position of the motors

extending out in front of the cab reduces to some extent the operator's ability to observe signals given from the front on the side opposite the operator's seat. Additionally, because of their larger size these two Diesel Locomotives can and do handle longer drafts of cars than do the three smaller ones.

The evidence indicated that the addition of a fireman (helper) on the larger Diesel Locomotives would promote safer operation. The fireman (helper) would be of assistance in receiving and relaying signals given from his side of the draft where the engineer's vision would be obstructed by the motor hood or by boxcars or other high cars in the draft. This would be especially true in operating around the many curves on this property.

It may be noted that on another road, the Philadelphia, Bethlehem and New England Railroad Company, owned by the Bethlehem Steel Corporation which also owns this road, where the operations are similar to those in the instant case, by agreement reached by the parties themselves firemen (helpers) are required on Diesel Locomotives of approximately the same size as Diesel Locomotives Numbers 32 and 33.

We find as a fact for a safer and more efficient operation a fireman (helper) should be added to the engine crew consist of Diesel Locomotives Numbers 32 and 33.

In determining the facts as to the proper engine crew consist of the three smaller Diesel Locomotives we were guided not only by the oral testimony and the exhibits but also by an examination of one of these Diesel Locomotives on the property. That examination and the testimony revealed that these three Diesel Locomotives are so constructed as to afford to the operator a maximum possible opportunity for full vision, front, side, and rear. The location of the cab, the windows, and the position of the motors from our observation and from the testimony indicate that these Diesel Locomotives were designed to gain that result and so that maximum opportunity would be afforded the operator to see obstructions and to receive signals from the yard crew. While occasionally it might be difficult for the operator to receive signals given from the left side of the draft when traversing certain curves unless the engineer left his seat or the ground crew made a special effort to relay them, the evidence was not convincing that a fireman (helper) should be added on this ground alone. At most, the testimony showed some inconvenience in passing and receiving signals on occasion, but little hazard.

The operation of these small Diesel Locomotives seemed to be relatively simple and little claim was advanced that a fireman (helper) would be of much assistance in the actual operation of the Locomotive itself. Much attention was given in the evidence to two radiator shutter levers which cannot be reached by the engineer without leaving the engineer's seat, and also to the fact that the Diesel Locomotives are not equipped with "Deadman's Levers," and these facts were urged by the Brotherhood as reasons why a fireman (helper) should be added to the engine crews of these small Diesel Locomotives. As to the first, it seems clear from the record the levers need not be operated frequently and usually they can be and are changed while the locomotive is standing still. No instance was cited where any mishap had occurred while the engineer was away from his seat in the moment required for changing these levers. Additionally, it is to be noted that these Diesel Locomotives operate at a low speed, from two to six miles per hour, and never over ten. It appears to the Board that the position of these levers and the absence of a Deadman's Lever in light of the speed at which the locomotives travel and the general conditions on this road do not justify a recommendation by this Board that a fireman (helper) be added to the engine crew consist on Diesel Locomotives Numbers 30, 35, and 36.

The Brotherhood cited to us certain rules generally in effect which require a fireman (helper) on all Diesel Locomotives of more than 90,000 pounds. Were conditions the same on this property as in the ordinary switching yard, the fact that firemen (helpers) are generally required on Diesel Locomotives of the size of these three lighter ones would be most persuasive. Here, however, the operations, while made up of classification and switching largely, seem distinctive and quite unlike those on an ordinary main line railroad or in the usual yard which is an adjunct to extensive road systems. Here we have a road with no main line, whose tracks are all contained within an area whose greatest length is approximately three and one-half miles. The operations are carried on at a slow speed. These small Diesel Locomotives have good visibility. No witness testified to any accident which had occurred for lack of a fireman (helper). In fact, generally speaking the testimony indicated the property had a good safety record.

Additionally, in the agreement on the Philadelphia, Bethlehem and New England Railroad above referred to, the dividing line between Diesel Locomotives requiring a fireman (helper) and

those which do not was set at a weight many thousands of pounds greater than the weight of the largest of the three small Diesel Locomotives.

In our determination of the facts we are of course dealing only with the specific problem before us. The parties were in agreement that the dividing line between Diesel Locomotives on which firemen (helpers) should be required and those where they should not, as a practical matter ought to be determined by weight and not by construction, type, or any other standard. Because we are dealing with the specific Diesel Locomotives on this property, in our recommendation we have taken as the dividing line the agreed weight of the largest of the three smaller Diesel Locomotives.

We recommend to the parties the adoption of the following as Rule 10(a) :

#### RULE 10

##### Consist of Crews

(a) A locomotive crew shall consist of one engineer and one fireman (helper) except that no helper shall be required on diesel locomotives of 147,700 pounds, and under, manufacturer's weight. A helper on a diesel locomotive shall perform incidental duties in addition to assisting in the safe operation of his locomotive.

##### CREW CONSIST — YARD MEN

Throughout its history the Carrier has operated with yard crews made up of one conductor and one brakeman. The Brotherhood's demand that an additional brakeman be added has been refused by the Carrier and attempts to agree on a rule covering the yard crew consist have been unsuccessful. The Board's attempts to bring the parties together on this rule were unavailing.

In arriving at its determination of the facts on this matter the Board was aided by its inspection of the property. The railroad is all contained within a small area in and about the Steelton plant of the Bethlehem Steel Company. Generally the work of the railroad is to service the steel plants by bringing into them both empty and loaded cars from the interchange tracks of the Pennsylvania and Reading Railroads, and by taking to these tracks both empty and loaded cars from the steel plants. Involved in this service is some classification and switching on these interchange tracks. A considerable amount of switching, classification, and spotting is performed on the tracks belonging to the Carrier and on tracks owned by the Steel Company.

A second class of service performed for the Steel Company falls entirely within the limits of the property and the steel plants.

This work is made up largely of hauling ladle cars of hot ore and cinder cars from one part of the steel plants to another as required by the Steel Company. The Board had an opportunity to observe in a limited way these operations.

While men are assigned to certain crews and shifts and while the record indicates each crew regularly performs more or less specific duties, the work is not divided into specific assignments. For example, though one particular crew usually as a regular job handles the hot metal run, it also shifts some cars and does some switching and spotting of cars not used in the hot metal run.

To support its position, the Brotherhood cited to the Board the so-called standard rules in effect in other yards, for example, the rule found in the Chicago Switching District, and stressed the fact that on the two roads adjacent to this property the yard crew consists of a conductor and two brakemen.

Standing alone, because of the distinctive character of this road, these arguments do not support the Brotherhood's demands for the reasons noted in our discussion of Rule 10(a). The layout and size of this property and the method of operation make this road quite different from the usual switching yard serving road systems.

Other testimony was introduced, however, showing that on much of the work done there is a definite hazard to the operation because there are but two men on the yard crew. The tracks on this small property have a number of rather sharp curves, some of the tracks pass close to buildings, and some into buildings where the view of the yard men and the engine men is obstructed. The tracks are more or less congested, and certain tracks pass over three public crossings.

It also appears that at times the conductor is not with his crew while work is being performed. This occurs when he is checking cars, telephoning and doing other work in connection with his supervisory duties as conductor.

Testimony was adduced showing the use of signals, such as the throwing off and on of yard floodlights, the throwing of objects into the air, and other methods which obviously are not conducive to safe operation. Resort is had to these signals, according to the testimony, because with a two-man yard crew ordinary signals cannot be promptly relayed to the engine crew.

The witness pointed out that in the case of crews where Diesel Locomotives are used with but one man in the cab, it is sometimes difficult to get signals to him, and the addition of a

brakeman to the present yard crew would aid in overcoming that difficulty.

The testimony, aided by our observation, forced us to the conclusion, however, that an additional brakeman was not needed on every crew. We have already alluded to the fact that while crews are not regularly assigned to perform exclusively certain work, it yet appears that the work falls into rather definite patterns, so that the crews, for example, which handle the hot metal run do that work day after day. The ladle cars handled in this work are small and the drafts short. The opportunity for observation by all crew members is great, and we can see no need for an additional brakeman on crews doing this work.

Other crews seem pretty regularly to do work which is confined to spotting and shifting cars on the property and on steel company tracks.

In the study we have been able to give this matter we are unable to say exactly which crews should have an extra brakeman and which should not. We deem it undesirable, furthermore, in light of the type of operation on this property, to establish rigid rules which might hamper efficient and flexible operation. On another property owned by the Bethlehem Steel Corporation the parties themselves by agreement reached a solution which seems to be a practical one. That solution is embodied in Rule 10 as amended by a letter agreement in the rules in effect between these Brotherhoods and the Patapsco and Back Rivers Railroad Company.

We find as a fact that some additional yard men are needed to secure greater safety in operation and more efficiency. We recommend therefore that the parties adopt as Rule 10(b) the following:

(b) A yard crew shall consist of not less than one conductor and two brakemen; provided, however, that only one brakeman need be used on a yard crew where the particular operation in the judgment of the carrier does not require two brakemen, except that the average number of yard crews per day on which only one brakeman shall be used shall not for any calendar month exceed one-half the total average number of yard crews used per day during such month, and except, further, that the carrier shall not be required to use a second brakeman on a yard crew in any case in which it would be necessary to work a brakeman sixteen hours continuously in order to cover the assignment.

#### LOCOMOTIVES SUBSTITUED FOR STEAM LOCOMOTIVES

The parties agree that Rule 11 depends on Rule 10(a) and the two rules go together. In view of this agreement we recommend the following as Rule 11:

## RULE 11

## Locomotives Substituted for Steam Locomotives

When electric or other powered locomotives are substituted for steam locomotives, engineers and firemen (helpers) will be assigned to positions required under Rule 10 (a).

## PAY FOR WORK OTHER THAN REGULAR DUTIES

Prior to the appointment of this Emergency Board the parties had agreed on rules covering the basic day, assignments, starting time, etc. The carrier sought to include in Rule 16 language which might tend to modify in certain contingencies the operation of these standard rules already agreed upon. The Brotherhoods, on the other hand, proposed a version of Rule 16 which might have a modifying effect on these other rules in an opposite direction.

We find as a fact that a rule such as Rule 16 should be contained in the agreement, but that it should be a straight rate-of-pay rule, without language which might tend to strengthen or weaken the application of the rules dealing with the basic day, assignments, starting time, etc.

We recommend that the parties adopt as Rule 16 the following:

## RULE 16

## Pay for Work Other Than Regular Duties

If an employee shall be taken from his regular assignment under orders of the company in order to perform any service other than that covered by his regular assignment, he will be paid the established rate for the service performed, but in no case shall an employee so assigned be paid less than on the basis of his regular rate.

## RETROACTIVE PAY

The record shows that by December 16, 1942, the parties had reached agreement on thirty-three rules of the proposed agreement. Included in the rules tentatively agreed upon is Rule 1, which fixes the rates of pay. That rule provides certain changes in the method of computing base pay of engineers and firemen which results in a differential of 18 cents a day for engineers and 13 cents a day for firemen.

Since the inception of negotiations on these rules other pay increases have been granted these employees, as a result of certain national wage movements affecting railroads generally; but the differentials resulting from Rule 1 as above set forth have not been made effective. In various conferences the carrier stipulated that none of the rules should become effective until

the whole agreement was adopted. Upon the hearing before this Board, however, it developed that the Brotherhood was seeking to have the 18-and-13-cent differentials made effective as of December 16, 1942.

It appears to the Board that the delay from December 16, 1942, to the time of this hearing cannot be charged to the Brotherhoods nor to Carrier. The delay has been occasioned by a number of things over which neither party had any control. The disagreements between the parties were the result of bona fide differences on the balance of the rules not agreed upon. The record does not reveal that either party purposely sought to delay the completion of an agreement. The employees continued to work without interruption. Furthermore, Rule 1 is not naturally tied into the other rules nor dependent upon them. It merely brings the rate of pay on this road up to the standard rate.

It appears to the Board, all facts considered, that as a matter of equity the agreed upon differentials for engineers and firemen should be made effective as of December 16, 1942, and we recommend that the employees affected be paid these differentials from that date.

The rules recommended by the Board, as set forth above, will enable the parties to complete without further delay their first general agreement governing rates of pay and working conditions for these classes of employees on the Steelton and Highspire Railroad. While these rules do not conform in every respect to the so-called standard rules that prevail on rail lines of more extensive scope and complicated operations, they are designed, in light of the facts of this proceeding, to safeguard both the essential interests of the employees and the conditions necessary to efficient and flexible management. They are grounded, furthermore, in arrangements voluntarily established by the same parties on short-line rail properties of similar character; and they merely supplement, in relatively minor degree, the numerous rules agreed upon by the parties themselves in this case through direct negotiation. Essentially and predominantly, therefore, the agreement that should promptly follow the submission of this report will constitute a realistic expression of the processes of collective bargaining; and the settlement and proposed settlement are deemed to be fair and reasonable to all concerned.



## CERTIFICATION

In conformity with the provisions of the Stabilization Act of October 2, 1942, as amended by Section 202 of the Act approved June 30, 1944, this Board finds and certifies that the changes in rates of compensation and conditions of employment proposed by the settlement and recommended settlement involved in this proceeding are consistent with the stabilization standards now in effect, established by or pursuant to law, for the purpose of controlling inflationary tendencies.

Respectfully submitted,

[Signed] I. L. SHARFMAN, *Chairman*

[Signed] LEIF ERICKSON, *Member*

[Signed] GRADY LEWIS, *Member*