

Report
TO THE PRESIDENT
BY THE
EMERGENCY BOARD

Appointed February 8, 1945, Under the Provisions of the
Railway Labor Act To Investigate and Report
in Respect to the Dispute Between

The Central of Georgia Railway Company
and certain of its employees represented by the
Brotherhood of Railroad Trainmen

February 24, 1945

FEBRUARY 24, 1945.

THE PRESIDENT,

The White House, Washington, D. C.

DEAR MR. PRESIDENT: Herewith is submitted the report of the Emergency Board appointed by you on February 8, 1945, to investigate and report to you respecting a dispute between Central of Georgia Railway Co. and certain of its employees, represented by the Brotherhood of Railroad Trainmen.

At the conclusion of the hearings, the railway company and its employees negotiated and executed agreements which disposed of the controversy.

Respectfully,

H. NATHAN SWAIM, *Chairman.*

RIDGELY P. MELVIN, *Member,*

RUSSELL WOLFE, *Member.*

(II)

**REPORT OF EMERGENCY BOARD APPOINTED FEBRUARY 8, 1945,
UNDER SECTION 10 OF THE RAILWAY LABOR ACT OF 1926,
AS AMENDED JUNE 21, 1934**

*In re Central of Georgia Railway Co. and Brotherhood of Railroad
Trainmen*

The Emergency Board appointed by the President pursuant to the provisions of the Railway Labor Act and in accordance with his executive proclamation of February 8, 1945, to investigate and report its findings respecting matters in dispute between the Central of Georgia Railway Co. and certain of its employees, represented by the Brotherhood of Railroad Trainmen, convened in room 325 of the Federal Building in Savannah, Ga., at 10 a. m. on February 14, 1945.

All of the members of the Board were present, consisting of H. Nathan Swaim, Indianapolis, Ind.; Ridgely P. Melvin, Annapolis, Md.; and Russell Wolfe, Philadelphia, Pa.

In a preliminary organization meeting the Board elected Judge Swaim as chairman and appointed Walter F. Brandenburg as secretary and reporter.

The Board held public hearings and conferences commencing on February 14, 1945, and concluding on February 21, 1945.

Appearances in the hearings and conferences were made on behalf of the employees by Edward E. Oster, vice president of the Brotherhood of Railroad Trainmen, and by George D. King and Andrew M. Sullivan, general chairman and local chairman, respectively, of said organization; Frederick H. Nemitz, senior vice president, Order of Railway Conductors, and Jefferson R. Burney and Arthur L. Cosnahan, general chairman and local chairman, respectively, of the Order of Railway Conductors.

On behalf of the carrier appearances were by Alexander R. Lawton, Jr., general solicitor; William J. Collins, assistant to the general manager; and John D. McCartney, assistant to the trustee.

Upon the statements made and the evidence submitted by the above-named representatives of the employees and the carrier this report by the Board is based.

THE EMERGENCY

The Central of Georgia Railway Co. operates a system consisting of approximately 2,000 miles of railway lines. This system forms a network over the State of Georgia, connecting the cities of Savannah,

Augusta, Macon, Atlanta, Columbus, and Albany and many other intermediate cities and towns. The system also has lines extending to Montgomery and Birmingham, Ala., and to Chattanooga, Tenn. The railway serves many important Army posts, including Fort Benning, Ga.; Fort Oglethorpe, Ga.; Fort McPherson, near Atlanta, Ga.; Camp Wheeler, near Macon, Ga.; Camp Gordon, near Augusta, Ga.; Fort Scriven, near Savannah, Ga.; Hunter Field, Chatham Field, and the Army supply depot, all in or near Savannah, Ga.; the Battery General Hospital at Rome, Ga.; and Maxwell Field at Montgomery, Ala. Of the above-named camps, Fort Oglethorpe and Fort McPherson are served exclusively by this railway company.

In addition to the Army camps, air fields, supply depots, and Army hospitals served by this railway company, it also serves directly many important war industries and is now transporting enormous quantities of war supplies and materials and large quantities of coal, oil, steel, and other commodities important to the war effort.

The lines of this railway company also connect with trunk lines of various other railroads such as the Illinois Central; the Atlantic Coast Line; the Atlanta & St. Andrews Bay; Louisville & Nashville; the Gulf, Mobile & Ohio; the Atlanta & West Point; the St. Louis & San Francisco; the Southern; the Nashville, Chattanooga & St. Louis; the Tennessee, Alabama & Georgia; and the Seaboard.

The Central of Georgia Railway Co. also handles a large volume of traffic moving into and out of the port of Savannah.

The gross receipts of this railway company in 1944 in round numbers amounted to \$40,000,000 and at the present time far more than half of this gross traffic is either directly or indirectly connected with the war effort.

The total number of the employees of this carrier is approximately 6,500. Directly involved in this dispute are about 60 conductors and 120 trainmen. The strike ballot which was put out by the Brotherhood of Railroad Trainmen January 27, 1945, was returnable February 5, 1945. Approximately 96 percent of the Trainmen voted for a strike "if settlement satisfactory to the representatives of the Brotherhood of Railroad Trainmen cannot be made."

It was shown at the hearing that while the strike had been postponed by the appointment of the Emergency Board, it would be carried out unless satisfactory adjustment of the controversies was made. It was further shown that a strike by the Trainmen would make it impossible for this railway company to operate its lines and would therefore very seriously and substantially interrupt interstate commerce within the States of Alabama, Georgia, and Tennessee, thereby depriving that section of the country of essential transportation service, as well as seriously hampering the war effort.

While the strike ballot listed 11 items or matters in dispute, all but the first and tenth of these items had either been adjusted by the carrier and its employees or a method of adjustment agreed upon. These adjustments were made between the time of the appointment of this Board and its convening for hearings.

It is to be noted that while all of the disputes listed on the strike ballot were matters which might properly have been presented either to the National Railroad Adjustment Board or the National Mediation Board, only the first of said items was ever presented to either of said boards.

The dispute involved in the first item of the strike ballot was by far the more important of the two matters considered by this Board and was the dispute which undoubtedly caused the railroad trainmen to put out the strike ballot.

HISTORY OF THE CONTROVERSY—PRESENTED BY ITEM 1 OF THE STRIKE BALLOT

At this hearing the parties have stated that this controversy is of at least 25 years duration.

While most of the discussions involved the question of the monthly mileage to be given to the conductors and trainmen before crews shall be either taken off or added on to the pools in "First-in First-out Pool Service," the question apparently uppermost in the minds of the parties and underlying the question of mileage was the question of whether the cabooses in which both the conductors and trainmen keep their work clothes and other personal belongings should be assigned to the conductors or to the trainmen.

If the trainmen and conductors both work the same monthly mileage, the question does not arise because the crews are not separated. The question only arises where the conductors are working for either a greater or less number of miles, thereby causing a separation of the crews.

This question had been in the minds of both the trainmen and conductors and had been the source of numerous controversies prior to February 1, 1927 when the railway company, the trainmen, and the conductors entered into a joint agreement.

AGREEMENT OF FEBRUARY 1, 1927

By this agreement, which became effective February 1, 1927, the three parties to said agreement provided in article 25, page 29, entitled "Assignment and Pool Service, First-in First-out":

No more crews will be used in chain-gang service than will allow a fair month's salary.

This same agreement provided on page 46-47, article 32, as follows:

The company will handle all questions of wages and rules and regulations for conductors with the General Committee of Conductors.

The company will handle all questions of wages, rules and regulations of trainmen with the General Committee of Trainmen.

The rates of pay, rules and working conditions as provided for in this schedule shall be continued in effect until February 1, 1928, and thereafter subject to 30 days' written notice by either party.

This agreement was executed on behalf of the railway company, the Order of Railway Conductors, and the Brotherhood of Railroad Trainmen.

The agreement failed to define what should constitute a "fair month's salary." By subsequent acts and correspondence, it seems that at times the various parties assumed that the committee for the Order of Railway Conductors was authorized to fix, and from time to time to change, the monthly mileage for the conductors, and the committee for the Brotherhood of Railroad Trainmen was likewise authorized to fix and to change the monthly mileage for the trainmen.

Since article 25 of the agreement provided that no more crews should be used in chain-gang service than would allow a fair month's salary, and since this agreement was a joint agreement of the conductors and trainmen, entered into after years of controversy over the question of the cabooses when the conductors and trainmen were working on a different schedule of monthly mileage, the question arose as to the authority of either the trainmen or the conductors to negotiate with the railway company a separate agreement as to what should constitute the proper monthly mileage to represent a fair month's salary.

This question of the cabooses was undoubtedly one of the principal motives which caused these two organizations to enter into a joint contract with the railway company. The point was made that the provisions of article 32, supra, authorizing the committees of the two organizations to handle all questions of wages and rules and regulations for their respective members, should have been interpreted as authorizing the respective committees to handle only violations of the rules and not as authorizing either committee, acting only with the railway company, to change any rule or regulation which would affect the rights or interests of the other organization.

JOINT AGREEMENT OF FEBRUARY 6, 1928

On February 6, 1928, the general chairman of the Order of Railway Conductors and the general chairman of the Brotherhood of Railroad Trainmen executed a joint statement addressed to all members of the general committee and secretaries of the lodges and divisions of the two organizations of this railway company. In this joint statement, they quoted article 25 of the 1927 agreement and then said:

The question as to what is and what is not a fair month's salary under this rule is one of much speculation and contention, both as between the men themselves and in some cases as between the committees of the organization * * * to the extent that it has simply become necessary for us as general chairmen to consider and determine some definite idea and understanding between ourselves as to what is a fair month's salary. Pursuant to this duty, we have agreed that * * * 4,000 miles per month, or its equivalent in money, will be considered as a fair month's salary for pool crews under the aforesaid rule.

In closing this communication, they then said:

With proper cooperation by the local committees of each organization, there should not be but few, if any, complaints in the future, if the above is properly adhered to, and each committee should bear in mind that the subject is one in which they must concur, whether locally or the general committees, one having the same right as the other, but no more, and we must, therefore, jointly work out these problems in a fair and equitable manner to both organizations.

The two organizations operated under this joint agreement until September 1, 1930, when the general chairman of the Brotherhood of Railroad Trainmen requested that the maximum monthly mileage for trainmen working regularly, or regularly assigned, should be reduced to 3,800 miles per month. The chairman of the Order of Railway Conductors requested the same limitations for the conductors as that of the trainmen, effective December 1, 1930. This reduced limitation was approved and agreed to by the carrier.

Apparently while this mileage limitation was still in effect between the two organizations, the conductors became dissatisfied and the chairman of their general committee, in a conference held January 12 and 13, 1931, made an agreement with the carrier to which the trainmen were not a party.

AGREEMENT OF JANUARY 12 AND 13, 1931

As shown by a memorandum attached to a letter of H. D. Pollard, vice president and general manager of the carrier, dated January 14, 1931, addressed to J. R. Burney, the general chairman of the Order of Railway Conductors, it had been agreed between the carrier and the conductors in a conference held on January 12 and 13, 1931, that on the

request of the conductors to be allowed to always remain with their cabooses and not be required to chain-gang cabooses when the assignment is reduced * * * that conductors would not be required to chain-gang cabooses.

In spite of the joint agreement between the two organizations made in 1930 and in spite of the separate agreement between the conductors and the carrier, the controversy as to the cabooses continued to arise periodically.

On August 26, 1932 C. E. Weaver, assistant general manager of the railway company, addressed a letter to M. B. Smith, the superintendent of the railway company, in which he explained that General Chairman

Burney had called to present a petition of the conductors in the pool service on the Atlanta and Athens districts that the number of conductors be reduced from six to five on account of their failure to make the monthly mileage allotment, and asking for the reduction in accordance with article 25 of the agreement of 1927. The letter stated that in compliance with the terms of the contract, that is, with article 25, the carrier would agree to reduce the number of conductors to five, and in so doing, the conductors would not be required to change cabooses, this in accordance with the agreement of January 12 and 13, 1931.

The letter then suggested that the trainmen should adapt themselves to the reduced number of cabooses by relieving the trainmen when they had made the allotted mileage or its equivalent.

1935 AGREEMENT

These controversies continued to arise until in September 1935 the conductors and the trainmen entered into another joint agreement concerning the monthly mileage. This agreement provided that the conductors' committee would not reduce the number of conductors and the trainmen's committee would not reduce the number of trainmen in the pool so long as a majority of the crews in the pool made as much as 3,200 miles per month. The agreement then provided, however, that the maximum limit of miles for the trainmen per month should be 3,500, while for the conductors, it should be 3,800 miles per month.

While this agreement fixed a minimum below which conductors and trainmen would not be taken out of the pool, it did not solve their difficulties because it did not fix the same maximum.

It is to be noted that none of the joint agreements signed by the two organizations up to and including this 1935 agreement had mentioned cabooses, although that was the chief cause of their controversies and the principal question they apparently had in mind when negotiating their joint agreements.

1936 AGREEMENT

Finding the 1935 agreement unsatisfactory, the two organizations made a new joint agreement on November 1, 1936, in which they expressly "canceled, by mutual agreement," the 1935 agreement and then provided that "conductors and trainmen in said service shall be limited to a maximum of 3,800 miles or its equivalent at the basic through freight conductor's rate of pay, and that when such conductors and trainmen have reached such maximum limitation as herein stipulated," they should be relieved for the remainder of the month or as soon as relief could be afforded.

The agreement further provided:

That the matter of increasing or decreasing the number of crews (caboose) shall be jointly handled as between the committees of the two aforesaid organizations as follows:

Should the majority of crews (caboose) in a pool or set of runs or assignments not make an average of 3,500 miles, they will be reduced until such earnings are produced; and should a majority exceed 3,800 miles, an additional crew or number of crews (and cabooses) will be added so as to regulate the matter on a basis of between 3,500 and 3,800 miles per month or its equivalent.

The agreement recited that it should apply only to the service therein stipulated and was to be regarded as their mutual understanding and agreement in dealing with this question as authorized under article 25, supra, of the current joint schedule agreement.

It provided that the acceptance or approval of the agreement by the railway company should involve "no incurrence of expense or responsibility upon the part of the railway other than to cooperate * * * by holding men out of service when requested by the designated representatives."

The agreement expressly provided that it should remain in effect "subject to 30 days' written notice filed by either party hereto of a desire to amend, alter, or terminate same, and will not be changed other than by this method."

The organizations seemed to cooperate without a great deal of difficulty under this agreement until July 27, 1939, when the Order of Railway Conductors served written notice that they "desire to withdraw" from the agreement. The notice of withdrawal stated that it was the understanding of the committee for the conductors that after the expiration of 30 days, the committee would have the authority to regulate mileage of conductors, "and cabooses will be regulated as set up in letter to M. B. Smith from C. E. Weaver, dated August 22, 1932."

There then ensued a dispute between the two organizations and the railway company as to the regulation of the cabooses which finally resulted in a decision by Mr. Cummins, general manager of the railway company, that the number of cabooses should be reduced in conformity with the reduced number of conductors, and that the conductors should not be required to chain-gang cabooses. This decision was transmitted in the form of a letter, dated October 7, 1939, by Mr. Cummins, addressed to Mr. Smith, the superintendent, and to the general chairmen of the two organizations.

AWARD NO. 8835

Thereupon the Brotherhood of Railroad Trainmen presented said controversy in the form of a claim filed with the first division of the National Railroad Adjustment Board, Docket No. 14951. The Adjustment Board, without the services of a referee, made its findings and decided that:

So far as trainmen are concerned, the withdrawal of the conductors from the agreement did not change its application to trainmen nor relieve the carrier from observing its past application to trainmen. It did, however, estop its application to conductors, and the carrier would be obliged to observe whatever agreement was applicable to conductors after their withdrawal from the tri-party agreement.

The division cannot concern itself with the question of harmonizing any conflict that may exist between the conductors' agreement and the trainmen's agreement; that is a matter to be adjusted by negotiations.

This award was dated December 1, 1943, and from that date on, the controversy between the two organizations has shifted to the question of the interpretation of the award.

The conductors insisted that under the express provisions of the award, their right to withdraw from the joint agreement of November 1, 1936, on the giving of 30 days' notice, was recognized and that their rights as to cabooses then reverted to their 1931 agreement with the carrier, to which agreement the trainmen were not a party.

In connection with the claim of the conductors, it was noted that they were not parties to this docket. It was also to be noted that the Adjustment Board, in commenting on the rights of conductors, specified no particular agreement when they used the words "whatever agreement was applicable to conductors after their withdrawal from the tri-party agreement."

The trainmen on the other hand insisted that as between the trainmen and the carrier, they had a binding decision of the Adjustment Board to the effect that the withdrawal of the conductors from the agreement "did not change its application to trainmen nor relieve the carrier from observing its past application to trainmen."

The trainmen insisted that the clear meaning of this language of the decision was that the number of cabooses should still conform to the number of crews of trainmen, and that both should conform to the number of miles per month set up in said agreement of November 1, 1936. The trainmen contended that the decision of the Adjustment Board, properly interpreted, gave to the trainmen the absolute right to designate the number of crews of trainmen, pursuant to the provisions of the 1936 agreement, and that the number of cabooses should equal the number of such crews.

By letter of June 13, 1944, W. J. Collins, then the assistant to the general manager of the railway company, in answer to a letter of E. E. Oster, vice president of the Brotherhood of Railroad Trainmen, demanding that the assignment of the cabooses to the trainmen be made, refused the demand of Mr. Oster and stated that the company had a right to handle the cabooses to the best interests of the railway as the service conditions might require, and that since no agreement could be reached between the two organizations, the company would continue to take that course.

Mr. Collins stated further in his letter :

In doing this, we do not agree with you, and we do not agree with the conductors, but will simply have to handle as above, at least until such time as something further can be mutually agreed to.

Later, on November 8, 1944, Mr. Cummins, the general manager of the railway company, in a letter addressed to Mr. Burney, the general chairman of the Order of Railway Conductors, reversed the decision of Mr. Collins, interpreted the award as requiring the carrier to observe "whatever agreement was applicable to conductors after their withdrawal from the tri-party agreement," and interpreted "whatever agreement was applicable to conductors" as designating the agreement of January 12 and 13, 1931.

As the reason for his decision, Mr. Cummins stated :

For many years the Central of Georgia has recognized the rights of conductors to have assigned cabooses, which is further borne out by signed agreement between former Vice President and General Manager Pollard and General Chairman Burney, dated January 12 and 13, 1931, that conductors would not be required to chain-gang cabooses.

He concluded his decision by stating :

Therefore, the practice of assigning cabooses to conductors will continue until canceled or changed through negotiations with the conductors, as provided under the provisions of the Railway Labor Act.

It was shown at this hearing that prior to the decision of Mr. Cummins, the committee for the trainmen, in attempting to negotiate an agreement with the conductors, had made a proposition that the pool or irregular crews in freight service should be regulated on the basis of a minimum monthly mileage of 3,500 and a maximum of 3,800, and with an exception that for the duration of the war the maximum should be 4,000 miles and adjustments should be made on that basis. Mr. Rodgers, the vice president of the Order of Railway Conductors, was agreeable to this proposal, but the proposal was not acceptable to General Chairman Burney.

At the hearing before this Emergency Board, Mr. Oster of the Brotherhood of Railroad Trainmen stated, and he was not contradicted, that no counterproposal was made to the trainmen by the committee for the conductors. He said that he personally was not insisting on exactly 4,000 miles as a maximum monthly mileage for the duration of the war.

Mr. Burney stated that his organization had given notice of a desire for a new current agreement with the carrier and that his organization would propose a maximum monthly mileage of 4,000 and a minimum of 3,700 miles as a provision of the new agreement. He also stated that on January 27, 1945, this proposed mileage basis was submitted to the trainmen, with the expressed hope "that in the interest of harmony,

your committee will see fit to regulate your mileage on the same basis in order to keep the crews together."

It was noted that this letter from Mr. Burney to Mr. King, the general chairman of the trainmen, was dated on the very day that the committee for the trainmen put out their strike ballot. Mr. King answered the letter on the next day, January 28, stating that he had not had Mr. Burney's figures when the trainmen's committee was convened; that at that meeting of the committee there was no action taken to change the agreement of November 1, 1936, with the Company and that he was not in a position to make any change until he had again convened his committee.

The Board took notice of the fact that in his statement to the Board, Mr. Burney protested against the secrecy which surrounded the strike ballot submitted to the trainmen. His statement in the record is that "not a conductor I knew from one end of this railroad to the other ever knew there was a strike vote. The regular conductors said they didn't know there was such a thing until they read it in the paper."

STRIKE BALLOT

While the controversy over the proper maximum and minimum for monthly mileage and the underlying question of the cabooses was undoubtedly the controversy that brought about the action of the committee for the trainmen in distributing a strike ballot, the strike ballot listed eleven different items of claim or protest, as hereinbefore set forth.

Throughout the hearings, it has been apparent to the Board that from the beginning of these controversies there has been a constant desire on the part of the trainmen for a lower monthly mileage, while the conductors have constantly endeavored to establish and maintain a greater monthly mileage. This difference is due to the fact that the conductors in practically all cases are senior to the trainmen and that therefore when a crew is taken from a pool, it never results in the conductor of that crew being dropped from the service, but does invariably result in at least two trainmen being taken out. This has caused repeated complaints by members of each organization that the local chairman of the other organization was violating whatever agreement they were then operating under as to the taking off or adding on of crews to the pool.

It was therefore the belief of the Board that if the administration or "policing" of the agreement between these two organizations could be taken from the local chairmen and placed with the carrier, which would have no interest other than to carry out the terms of the agreement between the two groups, it would tend to avoid the discrimination complained of and would thereby materially help solve this rather acute problem.

ADJUSTMENT OF THE MAIN CONTROVERSY

POINT 1 OF THE STRIKE BALLOT

As a result of the hearings and conferences held by the Board and in which the above-mentioned representatives of the carrier and the employees all participated, an agreement between the three parties to the controversy was finally executed on February 21, 1945. This agreement was as follows:

With reference to the Central of Georgia Railway Co.'s system, it is agreed as follows between the Order of Railway Conductors and the Brotherhood of Railroad Trainmen:

1. Chain-gang, pool, or irregular crews (conductors, trainmen, and cabooses) will be regulated on the basis of a minimum of 3,600 miles or its equivalent and a maximum of 3,900 miles or its equivalent per month. In arriving at the mileage made, the average for the crews in the pool will be used without regard to any individual crew.

2. When necessary to increase or decrease the number of crews, they will be increased or decreased so as to bring the mileage as near as possible to the half-way point between the minimum of 3,600 miles and the maximum of 3,900 miles, that is, 3,750 miles, or its equivalent per month: *Provided*, That, if the only adjustment which can be made in accordance with the foregoing would bring the average below the minimum, no adjustment will be made: *And provided also*, That the number of crews need not be increased unless the necessary men are available.

3. Adjustments will be made within 6 days after the close of each pay-roll accounting period, the first period closing with the 15th and the last period closing with the last day of each month.

4. When necessary to use additional crews between adjustment periods, they will be made up from extra men on each trip on which they are needed. Mileage made by such crews will be counted in arriving at the mileage of the pool. When any such extra crew is cut in, they will take their turn in the pool to which they are attached until they return to the home terminal.

5. *Exception.*—For the duration of the war, the maximum will be 4,200 miles or its equivalent per month and adjustments will be made so as to bring the mileage as near as possible to 3,900 miles or its equivalent per month.

6. Adjustments in the number of crews required by this agreement will be made by Central of Georgia Railway Co.

7. This agreement shall become effective as of 12:01 a. m. March 16, 1945, and shall continue in effect until the termination of hostilities between the United States and both Germany and Japan and thereafter for 1 year. Thereafter, this agreement shall remain in effect subject to the provisions of the Railway Labor Act.

Executed in triplicate this February 21, 1945.

ORDER OF RAILWAY CONDUCTORS,
By J. R. BURNEY, *General Chairman*.
F. H. NEMITZ, *Vice President*.
BROTHERHOOD OF RAILROAD TRAINMEN,
By GEORGE D. KING, *General Chairman*.
E. E. OSTER, *Vice President*.

M. P. Callaway, as trustee of the property of Central of Georgia Railway Co., joins in this agreement for the sole purpose of indicating his willingness to make the adjustments provided for in this agreement.

M. P. CALLAWAY,
As Trustee of the Property of Central of Georgia Railway Company.
By WM. J. COLLINS,
Assistant to the General Manager.

It is first to be noted that this agreement provides that it shall continue in effect until 1 year after the termination of hostilities between the United States and both Germany and Japan and thereafter subject to the provisions of the Railway Labor Act. This will avoid either party to the agreement being able to withdraw therefrom without the consent of the other parties, at least for the period of the war and 1 year thereafter. This assures more permanency to the settlement than any prior agreement.

It is also to be noted that this agreement specifies a definite time for adjustments in crews to be made. The fact that prior agreements failed to specify a definite time also was a source of controversy between the parties.

The Board feels that the willingness of the railway company to accept the suggestion of this Board that the company assume the obligation of making the required adjustments in crews, as expressed in the trustee's joinder in the agreement, will also aid very materially in avoiding future controversies. This obligation had never heretofore been assumed by this railway company, and is stated to be an innovation in general railway practice throughout the country.

STATEMENT AND ADJUSTMENT OF POINT 10 OF THE STRIKE BALLOT

Point 10 of the strike ballot expressed a protest against the assistant general manager making an agreement with the general chairman of the Order of Railway Conductors November 18, 1944, which provides for trainmen to be held off their run under certain circumstances to protect extra conductors work.

The agreement referred to in the protest concerned the deadheading of pool crews, conductors and trainmen moving up from the ranks of trainmen. The objection of the trainmen to this contract was that it provided for holding trainmen off their regular runs or runs to which they had been called in order to deadhead such men as conductors.

After further conferences and negotiations, a new agreement between the carrier and the Order of Railway Conductors was executed on February 21, 1945, which was not objectionable to the Brotherhood of Railway Trainmen.

CONCLUSION

Upon the execution of this agreement as to item No. 10, Mr. Oster, representing the Brotherhood of Railroad Trainmen, stated that all items from No. 1 to No. 11, both inclusive, on the strike ballot had been satisfactorily settled and disposed of, or agreement reached as to method of disposition, and that the strike which had theretofore been postponed would be canceled.

The hearings, thereupon, were adjourned sine die.

Respectfully submitted.

H. NATHAN SWAIM, *Chairman.*

RIDGELY P. MELVIN, *Member,*

RUSSELL WOLFE, *Member.*

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