

REPORT

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

APPOINTED MAY 22, 1945

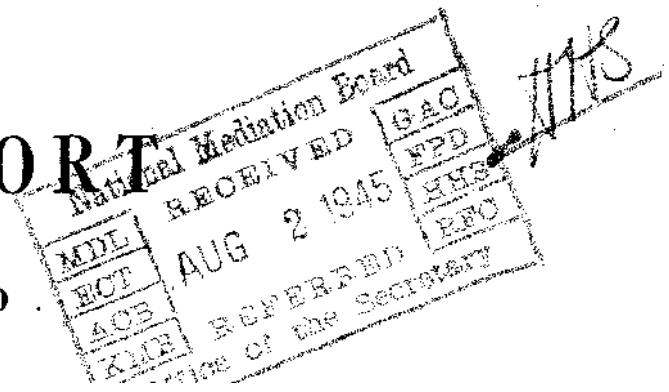
Pursuant to Section 10 of the
Railway Labor Act
as amended

To investigate an unadjusted dispute
between the River Terminal Railway
Co. and certain of its employees, rep-
resented by the Brotherhood of
Locomotive Engineers and the
Brotherhood of Railroad
Trainmen

CLEVELAND, OHIO

June 13, 1945

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1945



CLEVELAND, OHIO,
June 13, 1945,

THE PRESIDENT,
The White House.

DEAR MR. PRESIDENT: Herewith is submitted a report of the Emergency Board, appointed by you by Executive order of May 22, 1945, to investigate and report respecting a dispute between the River Terminal Railway Co, and certain of its employees represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen.

Respectfully submitted.

RICHARD F, MITCHELL, *Chairman,*
ROGER I, MCDONOUGH, Member,
ROBERT W. WOOLLEY , Member,

**REPORT TO THE PRESIDENT BY THE EMERGENCY
BOARD APPOINTED MAY 22, 1945, PURSUANT TO SEC-
TION 10 OF THE RAILWAY LABOR ACT, AS AMENDED.**

*In re: Brotherhood of Locomotive Engineers and Brotherhood of
Railroad Trainmen and the River Terminal Railway Co.*

On May 22, 1945, Harry S. Truman, as President of the United States, having been notified by the National Mediation Board, in accordance with the provisions of section 10 of the Railway Labor Act, as amended, of the announced intention of certain of the employees of the River Terminal Railway Co, to withdraw from its service because of an unadjusted dispute between said employees and said carrier and that said dispute threatened substantially to interrupt the operation of the said River Terminal Railway Co., and as a result of same would close one of the large steel mills engaged in producing essential war material, and thus interfere with the war effort, by proclamation created an Emergency Board to investigate said dispute between said Carrier, and its employees and report to him its findings.

Robert W. Woolley, Washington, D, C.; Roger I. McDonough, Salt Lake City, Utah ; and Richard F, Mitchell, Fort Dodge, Iowa, were appointed members of said Board and were ordered to organize and promptly investigate the facts as to such dispute and on the basis of the facts developed to make every effort to adjust the dispute and to make a report thereon to the President of the United States within 30 days from the date of said proclamation,

Pursuant to said proclamation and letters of appointment the Board met in room 410, Old Federal Building, Cleveland, Ohio, on May 29, 1945, It organized by selecting Richard F. Mitchell to serve as chairman and then confirmed the appointment of Frank M. Williams as reporter. All members of the Board were present.

Hearings were held commencing May 29, 1945, and continued every day, with the exception of Sunday, until June 6, 1945 ; during the course of which, at the request of the parties and with representatives of both the Brotherhoods and the Carrier present, the Board inspected the railroad property, the steel mill served by same, and witnessed an operation similar, to the one from which one of these disputes arose.

At the close of the hearing the Board offered its services to act as a Mediation Board or to assist in any other way to effect a peaceful settlement by the parties. These services were declined.

There were appearances at the hearings on behalf of the Brotherhood of Railroad Trainmen : J. P. Cahill, deputy president; P. M. Masterson, general chairman ; George P. Whalen, assistant chairman; Walter Grady, committeeman ; Emil Zuklin, acting secretary ; and on behalf of the Brotherhood of Locomotive Engineers : R. E. Edrington, first assistant grand chief ; Albert While, general chairman ; Fred Cooper, general secretary ; Earl Howard, committeeman ; and on behalf of the River Terminal Railway Co. : Bert Ladley, general manager; Parker Fulton and T. H. Burgess, attorneys for the Carrier.

During the course of the public hearings evidence to the extent of approximately 1,230 pages of transcript was submitted; exhibits were presented by both sides and statements and arguments were made to the Board on behalf of the employees and the Carrier. An opportunity was given to all parties to present evidence and exhibits material to the issues. On the basis of such evidence, exhibits, statements and arguments we base the following report, findings and recommendations.

DESCRIPTION OF THE CARRIER

The River Terminal Railway Co. is an industrial Common Carrier. It operates in and around the Republic Steel mill located near Cleveland, Ohio. It has 8 miles of running track and 14 miles of other track, making a total of 22 miles, From its farthest point north to its farthest point south it is 2½ miles long, It performs general yard switching; it also performs interplant and intraplant switching.

According to the testimony of the Carrier (R. 1072) interplant switching is a class of service performed from one division of Republic Steel or one of the other industries on the Carrier's line to another such industry or division of Republic Steel. Intraplant switching is within the confines of a certain mill ; for example, from the blast furnace, which is one operation, to the open hearth, which is another operation in the same mill.

In this intraplant service it operates trains that are referred to as "buggy" trains, which haul from the stock houses the materials necessary to charge the open hearth steel furnaces, It also operates trains which haul the hot metal and other materials. The intraplant service performed is essential to the operation of the steel mill. In fact, without that service the steel mill cannot operate, It also operates in interplant service, there being located upon its tracks several industries other than the Republic Steel Mill, It also has exchange service with two other carriers, It operates no trains on schedules and performs no service other than switching service already described,

HISTORY OF THE CONTROVERSY

The strike ballot distributed to the employees on or about April 30, 1945, listed 10 disputes or grievances. It is the contention of the employees that while this strike ballot was being circulated upon the RiVer Terminal Railway, the management of the RiVer Terminal Railway endeavored to invoke the services of the National Mediation Board. That Board wired the Grand Lodge of the B. of L. E. and B. of R. T, requesting the strike ballots be withheld until they had an opportunity to investigate the dispute. This request was granted by the chief executives of both organizations. A mediator arrived in Cleveland the latter part of the week of May 7, 1945, and conferred with Grand Lodge officials of both the B. of L. E. and B. of R. T. Later, the National Mediation Board wired the chief executives of the B. of L. E. and B. of R. T. on Saturday, May 19, 1945, informing them that the Mediation Board had no jurisdiction in the dispute and advised the 2 organizations to take the case to the National Railroad Adjustment Board, First Division, at Chicago and to withhold setting a date for a strike. The Brotherhoods denied this request and the strike ballot was taken and arrangements were made for the employees to leave the property and shut down the railroad at 3 p. m, on May 23, 1945. This Emergency Board was then appointed by the President in compliance with the Railway Labor Act, as amended.

THE DISPUTES

There were submitted to this Board for its consideration cases Nos. 1, 2, 3, 7, 8, 9, 10, 11, 12 and 13, as listed on the strike ballot, We will not discuss them in that order, but will give them the number as set out on the strike ballot.

Case No, 3

Reinstatement with seniority unimpaired and payment for all time lost for Yard Conductor Walter E. Grady.

Walter E. Grady was an employee of the RiVer Terminal Railway Co., that employment commencing on February 8, 1942. He was promoted to the position of conductor, and on the evening of September 22, 1945, was a conductor in charge of what is known as one of the "buggy" runs, He was working the trick between the hours of 3 p. m, and 11 p. m. The "buggy" run is an intraplant operation. It hauls materials from the stock houses, which are located on a lower grade in the yard, up certain tracks which have a 1 percent grade, to the intersection of track No. 66, at the bottom of what is referred to as the "incline." The "incline" has a grade of 1¹/₄ percent. The train of "buggies" is then delivered on the open hearth floor next to

the furnaces. These "buggies" are specially constructed cars approximately 8 feet Wide and 10 feet long. On each "buggy" there are 3 containers in which materials used in charging the open hearth steel furnaces are hauled. A train of "buggies" consists of anywhere from 25 to 35 cars. They are connected to the engine by what is known as an "idler." Neither the "buggy" cars nor the "idler" has air or hand-brakes.

At about 10 p. m. on September 22, 1944, Grady was instructed by Mr. Graham, an employee of the Republic Steel mill in the open hearth department, to move five empty standard boxcars from the floor of the open hearth furnace room to the lower level. The record shows that said employee of the Republic Steel Co. was authorized to issue orders to Grady and that Grady knew this, he having so stated in writing at the time he took his examination for promotion from brakeman to conductor. Grady refused to move the standard equipment cars as directed. Mr. Graham, the employee of Republic Steel Co., informed Mr. Cox, assistant superintendent of the River Terminal Railway Co., that Mr. Grady had refused to obey an order given to him to move five empty standard boxcars. Mr. Grady talked to Mr. Cox on the telephone and told him he would not move the cars. According to Mr. Grady's testimony, his refusal was based entirely upon the fact that he considered it unsafe and that he would be violating one of the operating rules of the Carrier, to wit, the safety rule. Grady said that if he was furnished another man, his job being operated with a four-man crew, that he would proceed to move the standard equipment. Cox told him to move the cars or he would be withdrawn from service. He refused to do so and Mr. Cox informed him he was withdrawn.

There is some conflict in the evidence as to the reason Grady gave for refusing to obey Mr. Graham's order. Grady testified that it was because he considered the moving of the five standard boxcars down the incline to be unsafe, as he only had a crew of four men and that it was impossible to place these men in such positions that they could signal the engine crew at all times. There is other testimony by the Carrier that Grady's refusal to move the cars was due to the fact that he did not consider it a part of the work of the "buggy" job—that the standard cars, under the agreement, should not be moved except by a five-man crew.

There had been some dispute between the employees and the Carrier as to the number of men required on the "buggy" job. On December 27, 1940, the three Brotherhoods and the River Terminal Railway Co. entered into a written agreement in settlement of these disputes. That

agreement was introduced in the record as Carrier's Exhibit D. It provided :

It is mutually agreed that the crewing of engines in the Open Hearth Department under this agreement shall be performed by . an engineer, fireman, and two trainmen constituting a crew for each engine, as Republic Steel Corp. in its discretion may require.

So, as concerns the "buggy" job, it was clearly the duty of the employees to operate it with a 4-man crew. The question is whether or not Grady was justified in refusing to obey the order to move the 5 empty standard boxcars simply because he contended it was unsafe to do so. This Board witnessed the operation upon the property. It has heard the testimony of the numerous witnesses produced by both sides. The record shows that in the last 4 1/2 years on the "buggy" job, which operates 24 hours A day and makes on an aVerage of 30 round trips a day, there haVe been only 2 accidents which resulted in personal injuries. Standard boxcars were not inVolved in either of these accidents, It was not required that Grady moVe the standard boxcars with "buggy" cars. He had a right to moVe them without connecting the "buggies." The standard cars are equipped with hand brakes; whereas the "buggy" cars, which haVe no brakes of any kind, are handled in trains of 25 to 35 "buggies." All cars are moVed at a slow speed. The grade is only 1 percent over the part of the track that Grady complained of as being unsafe. In View of this situation this Board is of the opinion that Grady was not justified in refusing to moVe the standard boxcars from the open hearth furnace floor to the lower leVel.

Grady also complained that he was not giVen a hearing as proVided in rule 24, sections B and C, of the agreement between the River Terminal Railway Co. and its conductors and brakemen, effectiVe NoVember 1, 1936, which is as follows :

(B) Yardmen against whom these charges or objections are made will be notified within ten (10) days that a charge is pending and an inVestigation, if requested, will be held within ten (10) days thereafter, and a decision rendered within ten (10) days after the inVestigation.

(C) Yardmen taken out of serVice shall be notified by the Company of the reason therefor, and shall be taken out, of serVice, if demanded, and if held longer shall be paid for all time so held at their regular rates of pay. Yardmen shall haVe the right to be present, and to have an employee of their choice at hearing and inVestigation to hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also haVe the right to bring such witnesses as they may desire to giVe testimony, and may appeal to their committee in case the decision is unsatisfactory. Such decision shall be made known in writing within ten (10) days after the hearing, or yardmen will be paid for all time after expiration of the ten (10) days, If, as a

result of discipline administered, any exception is taken thereto by the yardmen or yardman involved, a transcript of all evidence taken at investigation shall be furnished chairman of committee upon request, providing the chairman presents the Company's officer with a written request from the yardmen disciplined, for such transcript, and a statement of the yardman's reasons and contention for believing that the discipline administered is unjust, In case the suspension, or dismissal is found to be unjust, yardman shall be reinstated and paid for all time lost and record corrected.

Grady contends that he was not given the proper hearing because, (1) he was not properly informed of the charge against him and, (2) he didn't have a representative of his own choice at the hearing and investigation, On the 25th day of September 1944, Mr. Grady himself wrote a letter to the general manager of the Carrier in which he requested a meeting, "pertaining to my case of insubordination." A copy of Mr. Grady's letter was introduced as Carrier's Exhibit J, On September 28, 1944, the general manager of the River Terminal Railway Co. sent Mr. Grady a letter which was introduced as Carrier's Exhibit K, from which we quote :

In reference to your letter of September 25, 1944, requesting a hearing on charge of insubordination, it will be set for 10 a. m., Monday, October 2, 1944, in the office of Mr. Pickryl.
Mr. Pickryl and Mr. Wilson will represent the Company.

The transcript of the evidence adduced at the hearing on October 2, 1944, was introduced as Employees' Exhibit 5, It shows that Mr. Grady was present, as were Mr, Wilson, the superintendent and Mr. Pickryl, personnel director. Mr. Pickryl stated to Mr, Grady that he was "up on charges of insubordination," and read the charges as contained in Mr, Allen's letter. Mr. Grady was asked if he had anything to say to the charges made and replied, "That is perfectly all right." That record shows Mr. Grady was informed that he might have a witness present. His defense was that he considered it not safe to move the standard cars from the open hearth floor. The transcript shows that article 24, section C, from the agreement was read by Mr. Wilson and that Mr. Grady answered : "I am familiar with that,"

Mr. Grady denied on the witness stand that article 24, section C, was read to him, Mr. Wilson and Mr. Pickryl testified that it *was*. Grady was a committeeman and he was familiar with the rules. In his testimony before this Board he clearly showed his knowledge of the rules in the agreement and his ability to protect his rights. During the course of the hearing before the Carrier, Grady made no request to have a representative present or to introduce witnesses. No denial of rights provided by sections B and C of article 24 was evidenced by the record.

The Board is of the opinion that Grady had a fair hearing in accordance with the terms of the agreement,

Grady also contends article 19 of the agreement was Violated. This provides :

No discrimination will be made against men serving on a committee. They will be given leave of absence upon request.

There is no evidence before this Board that there was any discrimination against Grady because he was, a committeeman, Service records of several employees on the River Terminal Railway who were charged with insubordination were received in evidence. The punishment imposed on these men was not as severe as that received by Grady.

The Board is of the opinion and finds that although the Carrier was justified in disciplining Grady, the punishment inflicted was excessive and that if Grady should be returned to service at this time, without pay for lost time, he would be sufficiently punished for his offense,

It is, therefore, the conclusion and recommendation of this Board that Conductor Walter E. Grady be returned to service, without pay for lost time.

Case No. 2

Dispute involving engineers locked out by Management and not permitted to work September 22 to 25, 1944, inclusive.

Cases 7, 8, 9, 10, 11 and 12

All pertaining time claims, all claiming time for 1 day's pay account being called and not used September 22, 1944.

And

Case No. 13

Claim of Brakeman C. Donnally for 3 days' pay September 22, 23 and 24, 1944, account not being permitted to work on those dates.

Cases Nos. 2, 7, 8, 9, 10, 11, 12 and 13 all involve the same issue and will be considered together. It is the contention of the employees that the River Terminal Railway Co. should pay the claims set forth in these cases because it locked out the men or caused a work stoppage early on the morning of September 23, 1944, thus preventing the employees involved in these claims from performing the services, which they were hired to perform; whereas it is the contention of the Carrier that the men refused to work and went on strike, preventing the railroad from operating and eventually causing the closing of the steel mill.

There is little dispute in the evidence in regard to the claims of the respective parties. When Conductor Grady was withdrawn from service, he first informed his crew and ordered them to protect the equipment which had been in his charge. He then went to P. M. Masterson, general chairman of the General Grievance Committee,

Brotherhood of Railroad Trainmen on the RiVer Terminal Railway, of which organization Mr. Grady was a member. Grady told Masterson that Cox had withdrawn him from service because he, Grady, had refused to do something which he considered unsafe. Masterson telephoned to the assistant superintendent and asked him to rescind his decision but he refused. At 11: 15, Masterson went to the locker room, the place where the men assemble before starting to work, and there contacted Mr. Pickryl, personnel director of the Carrier We quote from Mr. Masterson's testimony R. 323) :

We went into a conference right away about this case of Mr. Grady being taken out of service by Mr. Cox. I asked him to put Mr. Grady back to work. At first he was not in favor of doing this, but he then called Mr. Ladley, the general manager, on the telephone, and then he came back to me and told me that Mr. Grady was put back to work. I then asked him to go with me to the locker room, where the men were, where I would instruct the men to go back to their work and, further, that Mr, Grady, by agreement with Mr. Pickryl, was okey for service, and I wanted Mr. Pickryl to go with me to verify my statement to the men of the Carrier's decision, made by Mr. Pickryl, who is authorized by the Company to settle all grievances with the men. We went to the locker room and did this,

A little later Mr. Masterson testified R. 324) :

Upon Mr. While's arrival, he is the general chairman of the Engineers, he asked Mr. Pickryl, who is the personnel director, what the cause of the trouble was, I was already on the grounds, Upon being informed as to the cause of the trouble Mr. Pickryl, Mr. While and myself reached this verbal agreement, as before stated, that Mr, Grady would be put back to the service at that very time, and this is the information our organizations conveyed to our men. The men, however, demanded confirmation of this from Mr. Ladley, the general manager of the River Terminal Railway.

Mr. Pickryl confirms Mr. Masterson's testimony about the agreement to put Mr. Grady back to work and that the hearing would be held at 8 o'clock the following morning. Mr, Ladley, somewhere around 1 o'clock, appeared upon the property and called in the 3 chairmen and tried to persuade them to request the men to return to work. The men were told by the superintendent that all of them could go back to work, but they refused to do so unless Grady should be reinstated and the grievance settled. Approximately 50 men returned to work. The men represented by the Brotherhood of Locomotive Firemen and Enginemen were willing to work and at no time have they participated in these disputes, The Carrier requested that they be given emergency crews in order to shut down the steel plant, it being necessary to remove the steel from the 14 open hearth furnaces which were being operated, also the hot metal from the blast furnaces.

The Representatives of the Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Engineers refused to do this. However, crews that were willing to work were recruited among the employees and the officials of the Company and the steel mill was closed down. Let it be said to the credit of Grady that later during the controversy he requested his fellow workers to resume their jobs.

We can reach no other conclusion than that the men refused to go to work. There is in the record evidence that between the hours of 2 and 3 in the morning of September 23 a bulletin annulling all jobs was posted, However, the Carrier denies that the Bulletin was posted at that time. Its contention is that the bulletin was not posted until 11 m. September 23, and that it was necessary to 'do this because there were not sufficient men to make up crews to operate under the working agreement.

As the record now stands there is no evidence that any man among those for whom claims are made in the cases under discussion in this section of our report was ready to work or was available for work. Testimony of the superintendent of the River Terminal Railway Co, was not denied. He stated that all men who were ready and willing to work were paid in accordance with the agreement; that the men named in the claims involved were not willing to work nor were they available.

Upon this record we find that claims Nos. 2, 7, 8, 9, 10, 11, 12 and 13 should be denied and we so recommend.

Case No. 1

The rate of pay for enginemen operating Diesel locomotives was stated as the issue in this case. The real question before the Board was, "What is 'roustabout' service?" On a sensible definition depends a practical solution of this particular wage problem on the River Terminal Railway.

The record, which abounds with testimony pertaining to it, discloses that important carriers in various parts of the country use the term rather loosely. Very illuminating was the explanation of the history of "roustabout" service and as at present officially defined was given by the Carrier's witness, H. D. Barber, Vice president of the Erie Railroad and member of the Executive Committee of the Bureau of Information of the Eastern Railroads, who testified in part as follows (R. 1029) :

Well, the word "roustabout" is used in many—on individual railroads in many different ways. But, for the purpose of this Diesel agreement (the word "agreement" meaning the agreement reached between the Eastern Carriers Conference Committee and the Brotherhood of Locomotive Engineers) and the basis of the rates of pay, the term "roustabout" is synonymous with "mine run" service. It has no connection with transfer service or the other

services designated in this agreement, Some railroads designate certain jobs in the mining territory, and that is particularly true down in the anthracite fields, as roustabout work. There are other carriers who designate the jobs as mine run jobs. They both take the same rate of pay, and they do the same identical work

On the other hand, there are some carriers who designate certain yard jobs that are purely switching jobs as a roustabout engine.

It has no specific assignment for the day that it works, the job is under the direction of the yardmaster, and he may do this today and that tomorrow. It is a term that probably isn't properly tied in with the purpose and meaning of this agreement.

Going back through the history of the term "roustabout," we only find it in records where it is coupled with mine run service.

In advertising the call for various bids on the River Terminal Railway the designation of practically all of the engine work, with the exception of that which was under the control and direction of the Republic Steel Corp., was either roustabout or roustabout coupled with some other designated service. Because of this fact, among others, it is contended by the Brotherhood that the jobs were designated "roustabout" service as the term "roustabout" is used in the Diesel agreement between the Eastern Railway Conference Committee and the Brotherhood of Locomotive Engineers hereinbefore referred to. They further contend that "roustabout" and "transfer" service are synonymous and that the work being done at the yards of the Carrier is "transfer" service; hence was probably denominated "roustabout" service in the call for bids.

This, however, is contrary to the classification evidenced by the Eastern Conference Agreement upon which the employees rely, for that agreement refers to "roustabout or mine run" as one classification and "belt line or transfer" service as a separate classification. On this point the witness Barber testified as follows (R. 1031) :

* * if the Carrier has no mine run service or work that would come in the category of that, they made a mistake in even designating them as roustabout service. I wouldn't think that that would have any connection with the work they do, or the rate of pay they get; so far as designating them here as roustabout, they were improperly classified, they are either a yard engine or a transfer engine, If they are an agreed upon transfer engine, then that carrier should have advertised them as a transfer job, and then they would pay them transfer rate of pay. If they were a pure switching engine, then all they had to do was call them switch engine, or yard engine, not designate them as roustabout.

As I said, some of the Carriers have gone beyond the purpose and intent of this agreement in the designation.

It is significant in connection with the contention of the Brotherhoods that on the River Terminal Railway the type of service engaged .

in by the engineers, though uniformly bid for as roustabout or roustabout coupled with other service, has always been paid for at the yard switching rate and no question was raised concerning the type of service until a time shortly prior to the execution of the Diesel agreement between the Eastern Railway Conference Committee and the B. of L. E.

The Board is of the opinion and finds that in advertising for bids the term "roustabout" service was not used as defined in the agreement of the Eastern Carriers with the Brotherhoods, but meant, rather, miscellaneous switching services in connection with other specifically designated jobs,

And we further find that the jobs here in controversy are neither roustabout nor transfer jobs within the meaning of said agreement, and, consequently, the employees are not entitled to pay for such classification under the terms of said agreement,

CONCLUSION

In conclusion we desire to repeat the sentiments expressed in the report to the President by the Emergency Board appointed April 7, 1945, to investigate a dispute between the Missouri Pacific Railroad Co. and certain of its employees represented by the Brotherhood of Locomotive Firemen and Enginemen, to wit:

"Most of the cases included in the strike ballot and presented to this Board involve matters which, in our opinion, could have been presented to the First Division of the National Railroad Adjustment Board under the provisions of section 3 of the National Railway Labor Act, as amended.

"Section 10 of that act, as its title and provisions clearly indicate, should be resorted to only in cases of emergency, after all of the intervening steps provided by the act have been taken,

"No employee organization should resort to the use of a strike ballot to create an emergency for the purpose of avoiding the necessity of taking these intervening steps. If this should become a practice, the general plan of handling railroad labor disputes at present would be gravely jeopardized.

"The fact that there is at present delay in processing claims through the First Division of the Adjustment Board, does not justify the failure to file with that Division claims properly within its jurisdiction. Instead both parties should exert every effort to overcome such delay and to remedy the situation.

"The Carriers and the Brotherhoods may justly feel proud of the successful operation of the method provided by the Railway Labor Act for the orderly settlement of their disputes. We feel sure that neither would now willingly tear down the successful operation of that plan, which they have spent years in perfecting. Stricter and more careful observance of the specific provisions of the act will tend to avoid this undesirable result. We strongly urge such observance."

The above quotation expresses the views of this Board with respect to disputes presented to us. We believe that it is all-important that disputes similar to, the ones that have been presented here should be submitted to the First Division of the National Railroad Adjustment Board.

SUMMARY OF RECOMMENDATIONS

The Board recommends (1) that Conductor Walter E. Grady be returned to service, without pay for lost time; (2) that the claims of the employees in the other cases presented to the Board be denied.

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 recommended settlements 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.

RICHARD F. MITCHELL,

ROGER I. MCDONOUGH,

Member.

ROBERT W. WOOLLEY,

Member.