

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

APPOINTED MARCH 8, 1946
PURSUANT TO SECTION 10
OF THE RAILWAY LABOR ACT

To investigate an unadjusted dispute concerning rates of pay and working rules involving the Alton Railroad Company and other carriers and certain of their employees represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen.

CHICAGO, ILLINOIS

APRIL 18, 1946

(No. 33)

LETTER OF TRANSMITTAL

CHICAGO, ILLINOIS,
April 18, 1946.

THE PRESIDENT,
The White House.

MR. PRESIDENT:

The Emergency Board appointed by you March 8, 1946 pursuant to section 10 of the Railway Labor Act to investigate a wage and rules controversy involving substantially all of the Nation's railroads and certain of their employees represented by the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted,

LEIF ERICKSON, *Chairman,*
FRANK M. SWACKER,
GORDON S. WATKINS.

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INTRODUCTION

This Emergency Board, consisting of Leif Erickson, Chairman, Frank M. Swacker and Gordon S. Watkins, members, was appointed by the President pursuant to the provisions of section 10 of the Railway Labor Act. The emergency precipitating the establishment of the Board resulted from the announced intention of certain employees of the Nation's railroads, represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, to withdraw from service to enforce their demands for increases in rates of pay and proposed new rules or changes in existing rules governing working conditions affecting primarily locomotive engineers, conductors, trainmen, and certain dining car and other groups of employees. Upon being apprised by the National Mediation Board that the controversy threatened substantially to interrupt interstate commerce, the President, by Executive Order dated March 8, 1946, created this Board to investigate the dispute and report its findings.

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE ALTON RAILROAD COMPANY AND OTHER CARRIERS, AND CERTAIN OF THEIR EMPLOYEES.

WHEREAS a dispute exists between The Alton Railroad Company and other carriers, as set forth in the list attached hereto and made a part hereof, and certain of their employees represented by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, labor organizations; and

WHEREAS the dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS the dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive the country of essential transportation service:

NOW, THEREFORE, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), I hereby create a

board of three members, to be appointed by me, to investigate said dispute. No member of the said board shall be pecuniarily or otherwise interested in any organization of railway employees or any carrier.

The board shall report its findings to the President with respect to the said dispute within thirty days from the date of this order.

As provided by section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the board has made its report to the President, no change, except by agreement, shall be made by The Alton Railroad Company and other carriers, or their employees in the condition out of which the said dispute arose.

HARRY S. TRUMAN.

THE WHITE HOUSE,
March 8, 1946.

In accordance with the President's proclamation, the Board convened in Chicago, Illinois, Tuesday, March 12, 1946, for the purpose of receiving testimony and argument from the parties involved in the dispute. Mr. Frank M. Williams was appointed reporter. Public hearings were held daily, except Sunday, at 32 West Randolph Street, from the above date until April 8, 1946. Efforts to secure an agreement through mediation on the issues in dispute were unavailing. The Board thereupon went into executive session to consider the testimony of 4,714 pages and over 150 exhibits, and to prepare its report.

Appearances on behalf of the employees were: A. Johnston, Grand Chief Engineer, Brotherhood of Locomotive Engineers; J. P. Shields, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers; A. F. Whitney, President, Brotherhood of Railroad Trainmen; D. A. MacKenzie, Vice President, Brotherhood of Railroad Trainmen; Ray T. Miller, W. K. Sullivan, and C. E. Weisell, of the law firm of Miller & Hornbeck, Cleveland, Ohio, counsel for the above named organizations.

For the carriers the following appearances were noted: on behalf of Eastern Carriers' Conference Committee, H. A. Enochs, Chairman, and Chairman, Executive Committee, Bureau of Information, Eastern Railways; L. W. Horning, Vice President Personnel, New York Central System; R. L. Pearson, Vice President, New York, New Haven & Hartford Railroad; M. W. Smith, Vice President, Boston & Maine Railroad; C. W. Van Horn, Vice President, Baltimore & Ohio Railroad; H. E. Jones, Executive Secretary, Bureau of Information of Eastern Railways;

On behalf of Western Carriers' Conference Committee, D. P. Loomis, Chairman, Executive Director, Association of Western Railways; J. H. Aydelott, General Manager, Chicago, Burlington &

Quincy Railroad; E. J. Connors, Vice President, Union Pacific Railroad; F. W. Green, Chief Operating Officer, St. Louis Southwestern Railway; J. G. Torian, Manager Personnel, Southern Pacific Company; R. F. Welsh, Executive Secretary, The Association of Western Railways;

On behalf of Southeastern Carriers' Conference Committee, J. B. Parrish, Chairman, Vice President, Chesapeake & Ohio Railway; H. A. Benton, Executive General Agent, Seaboard Air Line Railway; C. D. Mackay, Assistant Vice President, Southern Railway System; L. L. Morton, Assistant Vice President, Louisville & Nashville Railroad; R. H. Smith, Vice President, Norfolk & Western Railway; A. J. Bier, Manager, Bureau of Information of the Southeastern Railways.

Counsel for the Carriers' Conference Committees in the Wage Case consisted of Edwin A. Lucas, Philadelphia, Pennsylvania; William T. Faricy, Chicago, Illinois; Joseph F. Johnston, Birmingham, Alabama.

Representing the carriers in the Rules' Controversy were Howard Neitzert, Chicago, Illinois; William T. Faricy, Chicago, Illinois; Guy W. Knight, Philadelphia, Pennsylvania; R. C. Bannister, Chicago, Illinois; J. P. Hamilton, Louisville, Kentucky; C. R. Hulsart, New York, N. Y.; Edwin A. Lucas, Philadelphia, Pennsylvania; W. S. Macgill, Washington, D. C.; Burton Mason, San Francisco, California; Sydney R. Prince, Jr., Baltimore, Maryland; D. L. Wilson, Philadelphia, Pennsylvania.

Mr. C. A. Miller, Vice President and General Counsel for the American Short Line Railroad Association, appeared in behalf of certain member roads of the Association set forth in Appendix B-4 of this report.

The Board devoted the afternoon of April 1, 1946, to oral argument and presentation of written statements by certain railroads, parties to the proceedings but not represented by one of the carriers' conference committees or the American Short Line Railroad Association. Appearances were noted and oral testimony was received from J. C. Floyd, Trustee, Meridian & Bigbee River Railway Company; R. C. Stovall, President, Columbus & Greenville Railway Company; O. W. Campbell, Assistant General Manager, Beaver, Meade and Englewood Railroad Company; John E. Buck, Vice President and General Counsel, Hudson & Manhattan Railroad Company; Frederick E. Stout, Counsel, and Bernard J. Fallon, Executive Officer, Chicago, North Shore & Milwaukee Railway Company; Ben Copple, Counsel, and Phillip R. Elfstrom, Executive Officer and General Manager, Chicago, Aurora & Elgin Railroad Company; Richard J. Lally, Counsel, and William Wyer, Chief Executive Officer, Central Railroad Company of New Jersey. Written statements were inserted in the record from G. P.

Kennedy, General Manager, Midland Terminal Railway Company; Charles M. Hines, President, Oregon & Northwestern Railroad Company; and L. E. Faulkner, Vice President and General Manager, Mississippi Central Railroad Company.

On April 6th, counsel for the carriers' conference committees and for the brotherhoods entered a stipulation agreeing to extend until April 20, 1946 the date for the Board to submit its report to the President. This extension of time was also agreed upon by counsel for the American Short Line Association. The President, on April 8th, approved the Board's requested extension of time.

The Board is deeply indebted to the Hon. Lewis B. Schwellenbach, Secretary of Labor, and to the Bureau of Labor Statistics, United States Department of Labor, for making available to it the invaluable services of Nelson M. Bortz, who served as economist and executive secretary, and Mrs. Mary Hilton who assisted in the analysis of the statistical evidence. The Board also desires to express its gratitude for the many courtesies accorded it by the representatives of the parties during the course of the proceedings. The parties are to be complimented on the admirable spirit that characterized their able presentation of evidence and their courteous cooperation with each other in facilitating the Board's investigation. The amicable adjustment of differences between management and labor in the railroad industry is greatly encouraged by such cooperative relationships.

BACKGROUND OF DISPUTE

On July 24, 1945, the general committees of the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen served notices upon virtually all railroads for a general wage increase of 25 per cent, with a minimum increase of \$2.50 per basic day. Other proposals of the employees included standardization of basic rates of pay throughout the country, certain revisions in mileage and overtime pay, night differentials, Sunday and holiday pay, and limitations on the length of trains. In all, the proposals advanced by the two brotherhoods numbered 45. In addition, requests were filed for general revision of rates of pay and working conditions of dining car stewards and yardmasters. The bulk of the employees covered by the proposed changes in pay and rules are road passenger and freight engineers, conductors and brakemen, and similar groups employed in and about railroad yards and terminals. They number slightly more than 200,000.

On the same day, July 24, 1945, that the brotherhoods served their notices, the Class I carriers submitted 29 proposals dealing with revisions of working rules. Joint conferences between the parties over

the two sets of proposals followed in late November 1945, and continued until December 13, 1945, when the carriers invoked the services of the National Mediation Board. Efforts by that Board to effect a settlement via mediation, or to induce the brotherhoods to defer their rules proposals and arbitrate the wage issue were unavailing. The two brotherhoods, therefore, on February 1, 1946, spread a strike ballot among their members. The returns from this poll indicated, according to the testimony, a vote of 98½ per cent in favor of a strike in the event the issues involved were not satisfactorily adjusted. Subsequently, the two unions announced detailed plans for a progressive peaceful withdrawal from service, such action to begin on certain railroads March 11, 1946, and to extend over a period of several days so as to embrace all the carriers involved in this proceeding.

THE WAGE INCREASE CASE

1. ADJUSTMENT OF WAGE RATES

Effective August 1, 1945, all existing wage rates shall be increased twenty-five (25%) per cent, with a minimum money increase of \$2.50 on the basic day. The same percentage of increase shall be applied to all arbitraries, differentials, miscellaneous rates, special allowances, and to daily and monthly guarantees.

Summary of Employees' Position

In support of their wage increase proposal, the two brotherhoods contended that engineers, trainmen and yardmen have long been meagerly treated in pay raises and betterments of working conditions. During the past twenty years, it was stated, operating employees have obtained total increases of but 24 cents per hour or \$1.92 per day. As a result, counsel and witnesses of the employees emphasized that the rates of pay and earnings of railroad transportation workers have lagged substantially behind the earnings of workers in nonrailroad industries and that this grossly inequitable situation must now be corrected. In addition to these long-standing inequities—aggravated by further widespread wage increases to industrial workers since the end of the war—the employees stressed in justification of their wage demand constantly rising living costs, the hazards of railroad employment, the training and skill required of engineers and trainmen, and their responsibilities and increased productivity. All of these factors were outlined in detail with accompanying statistical exhibits.

With reference to the Government's wage stabilization policy, witnesses and counsel for the brotherhoods pointed out that under the current cost-of-living maladjustment formula, stabilization regulations permit an increase in basic rates of pay of 33 percent over January,

1941. Application of this formula to the operating group, spokesmen of the brotherhoods testified, clearly provided for an increase of 18 percent over the 89.9-cent average straight-time hourly rate of January, 1941. In this connection, it was stated that excluding the adjustment of five cents per hour obtained by railroad transportation employees as a result of the President's "in lieu of" arbitration award of December 27, 1943, their wartime basic wage increases totalled 13½ cents—9½ cents in December, 1941 and 4 cents in 1943—or only the amount permitted by the Little Steel formula. However, it was insisted by the employees that the regulations did not preclude the recommendation of the 25 percent increase proposed by the organizations. Counsel for the brotherhoods held that "additional and foreseeable increases in the cost of living beyond the amount presently approved in the cost of living formula," together with the correction of gross inequities now existing in the wages of railroad transportation employees as compared with wages of workers in industry generally, were sufficient for the Board to certify that the full wage increase sought by the brotherhoods was consistent with the stabilization standards currently in effect.

Finally, exhibits, testimony, and oral argument were offered to support the view of the organizations that the railroad industry occupies a major role in the national economy and that it should be in the vanguard in planning for full employment and production in the years ahead. The carriers, the employees insisted, had more to gain than to lose through maintenance of high-level output and purchasing power of workers. In this connection they quoted from speeches of the President, the Director of the Office of War Mobilization and Reconversion, and other Government officials supporting their contention that wage increases at this time are necessary and desirable to increase or maintain the workers' standard of living, to assure business a large market for its products, and, also, because "capacity production means an active, healthy, friendly citizenry, enjoying benefits of democracy under our free enterprise system."

Summary of Carriers' Position

Basic in the carriers' approach to the proposal for a wage increase in the instant case is their anticipated decline in the volume of railroad traffic in the post-war period. Notable factors in this expected decline are increasingly severe competition, the virtual cessation of mass movements of troops, and the disappearance of heavy shipments of war freight. Wage increases at the present time would necessarily nullify the debt savings effected through refunding operations, amortization, and financial reorganizations in recent years, the carriers insisted.

Under such circumstances the prospect of railroad investors for any increase in their financial return would be definitely unfavorable.

Fundamental also in any consideration of current wage demands of operating railroad employees are the relatively insignificant decrease in the take-home pay of such employees compared with that which has occurred in nonrailroad industries, and the comparatively high total earnings of operating employees in the railroad industry. An increase of about 10.3 cents per hour for all railroad employees would be sufficient to compensate them for the reduction in their take-home pay since V-J Day, a carriers' witness stated. The factor of take-home pay, it was asserted, is important in the Government's wage policy for the reconversion period, while the higher base rates of pay and supplementary earnings, such as arbitraries and special allowances, place railroad operating employees in a distinctly advantageous position. Notable in this connection, the carriers believed, is the fact that substantial decreases in total earnings have occurred since V-J Day in those nonrailroad industries in which the approximately 18½ cents per hour wage increases have been obtained. No such decline has been registered in the railroad industry, hence, according to the carriers, a similar compensatory wage advance is not warranted.

Because of the comparatively high ratio of labor cost in the railroad industry and the intimate connection of this industry with the national economy, any wage increase necessarily makes a severe impact on the entire population, the carriers pointed out.

Nor must it be forgotten, the carriers insisted, that the road service employees who are paid under the mileage basis actually receive a greater increase per hour actually worked than the amount per hour awarded, since train speeds commonly exceed the equation of miles to hours, which result they characterize as "pyramiding".

The carriers urged that the wage adjustment of five cents per hour or forty cents per basic day, granted railroad employees in President Roosevelt's arbitration award of 1943 in lieu of hours worked in excess of 40 per week and away-from-home expenses, must be included in any calculation of wage rate adjustments or earnings. This increase, they held, has been incorporated as a part of the basic rates in all agreements with the brotherhoods and has become an integral part of basic wage scales for computing overtime.

With regard to the relation of cost-of-living increases to straight-time hourly rates and earnings of railroad employees, the carriers stated that on an industry-wide basis an increase of not more than 3.6 cents per hour is required to compensate for the 33 percent cost of living adjustment between January, 1941 and September, 1945. For purposes of wage adjustments the railroad industry should be regarded

as an entity, the carriers declared. Consequently, it is clearly indicated that the 16-cent wage increase awarded in the recent arbitration cases involving certain operating and non-operating railroad employees necessarily fixes the maximum limit within which the instant Emergency Board must set its findings, if inequity and discontent are to be avoided. Moreover, stated the carriers, the requirements of the stabilization program make it imperative that the five cents per hour increase previously referred to be included in the Board's findings. A 16-cent per hour increase in basic wage rates for all employees will cost the railroads approximately \$619,000,000 for the year 1946, it was claimed. Rate relief is, therefore, an inescapable result of such a wage adjustment, the carriers affirmed.

CONCLUSIONS OF THE BOARD

At the outset of consideration of this proposal we are confronted with the situation that there were sitting concurrently two Boards of Arbitration, constituted under the Railway Labor Act, considering similar demands: One by the fifteen unions representing the nonoperating employees, and the other by the other three operating brotherhoods, pursuant to agreement of the parties. On April 3rd these boards rendered their decisions, in each case awarding an increase of 16 cents per hour in the basic hourly rates.

This, it is asserted, and we believe correctly, fixes a pattern binding upon this Board, and we accordingly recommend a like increase—namely, \$1.28 per basic day or 16 cents per hour, the same to be applicable to all arbitraries, differentials, miscellaneous rates, special allowances, and daily and monthly guarantees, retroactive to January 1, 1946, and applicable to all carriers involved in these proceedings.

The organizations here urge that this is not a binding pattern upon us, contending that under the technical language of Executive Order 9697 "patterns" are only such as were established between V-J Day and the date of that Order, February 14, 1946. We believe this is too narrow a construction of the intent of that Order; rather, that it was intended to apply as well to patterns thereafter established. Adjustments have been made amounting to patterns since that date and have met with the approval of the stabilization authorities. If we are wrong in this view then we must give consideration to alleged gross inequities as between the employees here involved and those in related industries or to the alternative base—the cost-of-living formula.

If we take the former, we are confronted with this situation. The awards above mentioned apply to 85 percent of the employees of the railroad industry. There is much doubt as to what other industries

may be said to be "related" industries. Certainly, the wage scales of employees in no other industry can be said to be as closely related to those of the employees here involved as are the wage scales of other employees in the railroad industry. To attempt to remove alleged inequities by a finding in excess of that awarded would be immediately to create new inequities within the industry itself and would result in demands by the other groups of employees of the industry for an equalization.

If we follow the cost-of-living formula, we reach the same result, namely, 16 cents an hour. The average basic wage of the group of employees here involved in January, 1941, was 89.9 cents per hour. By the 1941 Wage Award, they were accorded an increase of 9½ cents per hour, and by the 1943 Award 4 cents per hour, making a total of 13½ cents, which was the 15 percent allowable under the Little Steel formula. This leaves a balance of 18 percent under the present 33 percent cost-of-living formula available to them which, applied to the 1941 base, equals 16 cents per hour.

This calculation was questioned by the carriers on the ground that the average hourly straight-time-rate for the last month available showed an increase of more than 13½ cents per hour due to the inclusion of the 5 cents per hour awarded by the President December 27, 1943, in lieu of overtime in excess of 40 hours and expenses away from home as well as certain revisions in engine weight brackets and other adjustments made subsequent to the 1943 wage settlement. Variations in the consist of the group also account for a fraction of a cent difference, but this would necessarily occur upon any date that might be chosen.

We do not agree with the contention that these factors should be included in the calculation of the cost-of-living formula. The allowance of 5 cents per hour was made by the President on top of and after exhaustion of the Little Steel formula. To include it now in the calculation of the cost-of-living formula would have the effect of taking the award away. The same is true of the other items. They should be excluded from the computation just the same as night differentials or any other adjustment of that type are. We are confirmed in this view by decisions of the War Labor Board in a War Labor Board report of February 7, 1944, (14 War Labor Reports 247) and a National Wage Stabilization Board decision of February 5, 1946, in *Labor Relations Council, a division of Maryland Motor Truck Association, Inc., N. W. S. B. Case 13-V-1318, January 23, 1946*, (C. C. H. Labor Law, Volume 1A, Page 13, 999-203).

The contention of the carriers that the mileage basis of pay of road service employees results in pyramiding the increase to them is illusory.

They are not paid on the basis of hours worked. They are paid on the basis of miles run. Under mileage limitations they can run only a certain number of miles a year. A very simple arithmetical calculation will show that with the equated increase applied to the mileage rate the percentage of increase thus obtained will be found to produce a constant result for the year.

Cents-Per-Hour vs. Percentage-Wage-Adjustments

The Board was not indifferent to the brotherhoods' plea that wage adjustments should be on a percentage rather than a cents-per-hour basis. After wage increases in terms of percentages have been found justifiable, it has of late become the practice to convert them into cents per hour. This is apparently a device for giving a relatively greater money increase to employees in the lower-wage brackets, and obviously results in a corresponding disadvantage to the higher-paid skilled employees who have a higher base rate of pay. If needs and equalization of incomes were the sole or principal considerations in wage adjustments, this conversion of percentage increases into cents per hour would be defensible. The fundamental weakness of such a basis of wage adjustments is, however, that it fails to take into consideration the desirability and validity of preserving well-established relationships between different classes of labor whose differences in basic rates of pay rest on differences in skill and responsibility, risk and experience.

Wage differentials constructed on a foundation of significant variations in skill, responsibility, experience and risk are definitely recognized in the railroad industry and are an important factor in the consciousness and pride of craft. Specifically, an inescapable result of converting percentage wage increases into cents per hour is the narrowing of long-established differentials between the pay of engineers over firemen and of conductors over brakemen. Indeed, prior to 1912, firemen's wages were expressed in terms of a percentage of engineers' wages. We think it is appropriate to observe also that the so-called wage "deductions" of the period 1932-35 and the proposed wage reduction of 1938, which were initiated by the carriers, were on a percentage basis. Restoration of said "deductions" was also in terms of percentages. The conversion of a justifiable percentage increase into cents per hour actually diminishes the relative pay increase of engineers and conductors compared with those crafts that have lower standards of basic rates. A similarly narrowing effect appears in the wage differentials of other crafts in the railroad industry.

Although the Board recognized the aforementioned disadvantages of cents-per-hour wage adjustments, it labored under the necessity of

conforming to recent and current wage adjustment patterns based on changes in the cost-of-living index and considerations of wage stabilization. These patterns have been on a cents-per-hour basis for all classes of employees within the respective industries, regardless of established differences in job skills. Nevertheless, the Board's considered judgment is that in the future the interests of management and labor will be best served by a return to percentage wage adjustments designed to maintain essential wage differentials resting on differences in such factors as skill, responsibility, and the assumption of risks; but under the circumstances correction of the practice must await future consideration.

THE RULES CONTROVERSY

The brotherhoods presented 44 proposals concerning working rules affecting the train and engine service agreements, for uniform application nation-wide, and proposals for complete new agreements covering dining car stewards and yardmasters. The carriers presented proposals for 29 rule changes affecting the train and engine service groups.

Generally, the proposals of each side are extreme. Some of those of the organizations would result in seven days' pay for one day's work; and, indeed, by combinations of proposals, even multiples of that.

Some of those of the carriers would abolish with one stroke the rights of the organizations acquired after half a century of effort through negotiation, arbitration, commissions, emergency boards, et cetera.

Doubtless, both sides made their proposals for-reaching for trading purposes.

Many of the proposals have some basic merit, but in their presentation to us, each side contented itself in the main with asserting its demands and pointing out the extremity of the proposals of the other side without either offering us any substantial assistance in the way of definitive suggestions of rules which would meet reasonably the merited demands of the other side. The volume of material offered in support of the respective contentions concerning these proposed rules changes consists of many thousands of printed pages of historical and technical setting of the rules. Merely to read all this material would take weeks, and to digest it and reach conclusions upon it would take months. And then a reasonable result could be reached only by cooperative assistance from the parties. The subject-matter is extremely technical and a slight inadvertence might afford grounds for claims running into the hundreds of thousands of dollars or the destruction of vital rights of employees.

Save for a comparatively few definite recommendations hereinafter made concerning particular rules, we can, in the limited time at our disposal, do nothing other than to remand the rules controversy to the parties for further negotiation. It was apparent in the course of the hearing that no very serious efforts has been made by the parties to negotiate with respect to the demands, as it was evident that there was uncertainty on both sides as to the actual scope or operation of their respective demands.

We shall later make some general recommendations and some general observations which we hope may be of some assistance in the way of clearing the approach to a fair consideration by the parties themselves of their respective proposals.

Following are the proposals concerning which, on the evidence and within the time limitation, we feel qualified to make recommendations:

4. PASSENGER SERVICE—OVERTIME

(a) On short turnaround passenger runs no single trip of which exceeds eighty miles, including suburban and branch line service, overtime shall be paid for all time actually on duty, or held for duty, in excess of six hours (computed on each run from the time required to report for duty to the end of that run) within eight consecutive hours; and also for all time in excess of eight consecutive hours computed continuously from the time first required to report to the final release at the initial terminal. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

For calculating overtime under this rule the initial trip shall be designated.

(b) Engine and train service men on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service, overtime shall not accrue until the expiration of 5 hours from the time of first reporting for duty.

Of the proposed rules presented by the organizations, the one which received the most attention, both in the way of testimony and by way of oral argument, was proposed rule No. 4 dealing with short turnaround service. The present rule almost universally in effect is known as the "eight-within-ten-hours" rule. Under its provisions employees may be released between legs of their runs and, where the period of release exceeds one hour, the carriers may deduct that time from the total spread of the assignment. The maximum deductible for pay purposes is two hours. Where the periods of release exceed two hours, overtime does not begin until after ten hours from the time the employee

reports for service. If there is no period of release exceeding one hour, overtime begins at the end of eight hours from the time of reporting for duty. In practical operation, this rule results in an average spread of hours exceeding eleven between the time the employee reports for duty for his first service in the assignment until his final release. The evidence clearly showed a great dissatisfaction on the part of the employees in short turnaround service with the situation produced by the eight-within-ten rule. There can be no question but that the excessive spread of hours is not in harmony with the generally accepted eight-hour day in effect in industry. The carriers pointed out that the time during the release periods belonged to the employees to be used as the employee saw fit and some instances were cited where individual employees were gainfully employed at other work during release periods. It appeared, however, that those instances were rare and that ordinarily the employee could make no profitable use of the release periods. The president of the Brotherhood of Railroad Trainmen took the position that the eight-within-ten-hour rule gives to the employer an option on the employees' time during the ten-hour period and as a practical matter the release periods were of little or no value to the employees and insisted that, since this time was available to the employer, it should be paid for. We must conclude that there is considerable merit in that position. There is no question in the minds of the members of the Board but that the situation must be remedied without delay. When, however, it comes to suggesting just how the rule should be changed the Board is at a loss to make a definite recommendation. The problems involved are so complicated and the factors determining the decision are so many that we believe this is a situation where the matter can only be worked out through joint action and negotiation by the parties themselves. We therefore, recommend that the parties immediately negotiate a new rule designed to reduce the breadth of spread of the short turnaround assignments and accelerate the beginning of overtime. We are confident that there is a practical middle ground upon which the parties may agree to accomplish this purpose.

5. MOTOR OR ELECTRIC CARS IN MULTIPLE UNIT PASSENGER SERVICE

Engineers or motormen operating motor or electric cars in multiple unit passenger service shall receive payment based upon the minimum rate for operating one unit and shall receive the rate stipulated for the next higher rate specified in the next higher bracket in rates provided in rate schedule for each additional unit operated.

The addition of other motorized units in trains powered by motor or electric cars increases the productivity of the engineer or motorman. The evidence also tended to show that the responsibility and duties of

the engineer or motorman increase with the addition of other motorized units. We recommend the adoption of the rule, with this exception: In no case shall the pay exceed that which would be paid were the payments based on weight on drivers of all the powered units in the consist. The word "motorized" should be inserted between the words "additional" and "unit" in the last line of the rule as proposed.

7. YARD SERVICE—OVERTIME

(a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, a regular assigned or extra man shall be paid on the minute basis at one and one-half times the hourly rate for all time worked in excess of eight hours in a twenty-four hour period.

(b) A regular or extra man used on a second tour of duty in a twenty-four hour period shall be paid time and one-half time for the second tour of duty.

This rule seeks to extend to extra men the rule now in effect as to regularly assigned men in yard service. During the war emergency, a number of major railroads adopted on a temporary basis the rule in substance sought here. It was pointed out in the testimony that it could happen and that in fact it frequently did happen that some assigned men working on a particular switching crew were receiving time and one-half because their work was being performed after the expiration of eight hours of service; while other members of the crew who happened to be extra men, working under the same conditions and performing the same service, were receiving only straight time for the hours worked after the expiration of the regular eight-hour tour of duty. Whatever reasons may have actuated those who formulated the present rule in 1919, experience has demonstrated that there is no logical reason for distinguishing between regularly assigned men and extra men so far as the application of penalty overtime is concerned. We recommend, therefore, the adoption of the rule as proposed.

12. TRAIN SERVICE (Trainmen)

Road trainmen shall receive not less than the local freight rate of pay for the following: local or way freight, mine run, snow plow, pusher, helper, roustabout, road switcher, work, wreck, construction and unclassified service.

Various bases of pay now exist for the compensation of the miscellaneous and unclassified services which this proposal would place on a schedule of local freight rates; through freight, local freight, and intermediate rates are variously paid for such services. The Board is of the opinion that the evidence supplied does not warrant a recommendation

on a nation-wide basis that all these services shall be compensated at local freight rates. It would seem, however, that where circumstances warrant a higher rate of pay than through freight rates provide, appropriate rates should be negotiated on individual roads, taking into consideration the particular or special circumstances of the work performed.

14. DIFFERENTIAL FOR YARD CONDUCTOR—FOREMAN (Trainmen)

The basic daily rate for yard conductors (foremen) shall be not less than \$1.50 more than the basic daily rate for yard trainmen (helpers).

The differential in pay between yard conductors (foremen) and yard trainmen (helpers) is at present widely standardized at 52 cents per day. The position of yard conductor (foreman) is one involving a considerable degree of responsibility and discretion; he also shares the extra hazard of yard service. Generally speaking, it is desirable that older experienced men be employed in the position. Testimony was that under the present narrow differential, older qualified men are reluctant to bid in these positions. The evidence as to just what the differential should be is meager, but it is clear that it should be increased. We recommend, therefore, the adoption of the rule except that the differential be placed at \$0.85 per day instead of at \$1.50 as sought.

15. INITIAL TERMINAL DELAY

In all classes of road service initial terminal delay shall be computed from time engine and train service employees are required to report for duty to time train departs from passenger station or designated point within terminal. All times in excess of fifteen (15) minutes shall be paid for on the minute basis at the regular hourly rate applicable to the class of service performed and for engine used. Such payment shall be in addition to road trip pay, without deduction therefrom.

In the absence of initial terminal delay rules where time held at the initial terminal merely becomes a part of the road time, crews may frequently be called considerably before their actual departure for a road trip and yet receive no pay for this waiting time if their mileage exceeds their hours on the road trip. This tends to lead to abuse on the part of subordinate officials in the calling of the men or having them report substantially ahead of possible use on the assumption that no additional cost to the carrier will be involved. The Board is convinced that the men are entitled to compensation for time held between a reasonable preparatory time and time of actual departure separate from and not as a part of their road trip. Some existing terminal delay rules provide for 1 hour and 30 minutes preparatory time which the Board

believes to be excessive; on the other hand, the proposal of the organizations that that period be limited to 15 minutes we believe to be inadequate. Somewhere between those two figures there is a reasonable point on which the parties, through negotiation, should agree. The Board recommends that this rule be remanded to the parties for further handling in the light of these observations.

17. HELD AT OTHER THAN HOME TERMINAL

Engine and train service employees in pool freight or unassigned service held at other than home terminal shall be paid continuous time, at the regular rate per hour paid them for the last service performed, for all time held in excess of twelve hours. Such payments shall be separate and apart from pay for subsequent service or dead-heading.

The provisions of this rule shall apply also to regularly assigned freight and passenger services.

For the purpose of applying this rule the management shall designate a home terminal for each crew in pool or unassigned service.

Home terminals as they existed June 1, 1945, shall not be changed except by mutual agreement.

From the evidence it appears that in some instances the spirit of the existing held-away-from-home-terminal rule is not being fully complied with. Witnesses for the brotherhoods pointed out that under existing rules carriers occasionally hold employees at other than home terminals for periods just short of 24 hours. They pointed out that this was occasioned by the fact that under existing rules, time was counted on a continuous basis after the end of 16 hours and was included as a part of the time period during which service was performed after the employee was called. There is merit in their contention that the time after 16 hours should not be included as a part of the road trip which starts within the period from the 16 hours to 24 hours at the held-away-from-home-terminal. The evidence, however, does not support their demand that the held-away-from-home-terminal time should begin at 12 hours instead of at 16. Neither was there any testimony which would warrant departing from the present rules which limit the held-away-from-home-terminal rule to engine and train service employees in pool or unassigned service.

The proposed rule differs from existing rules, too, in that it provides that time be paid after 16 hours on a continuous time basis no matter how long held at other than home terminal and that that time not be interrupted as provided in the present rule by a 16-hour period in each 24. The showing before the Board was insufficient to sustain that departure from the existing rules. We do not believe that such an extreme penalty is necessary in order to secure the relief the organiza-

tions seek in the proposed rule 17. We recommend that present rules be amended by the elimination of coupling held-away-from-home time with service time but be paid for separately.

19. CONVERSION RULE

Crews in all classes of road service shall be paid local freight rates when required to pick up and/or set off, perform station switching or load or unload freight and/or company material.

The evidence was insufficient to warrant a recommendation that proposed rule 19 be adopted as now written. It did indicate that there should be some limitation upon the number of pick-ups and set-offs that should be made by through freight crews receiving through freight pay. This principle is generally recognized by most carriers, and rules are in effect on many of them providing specifically for the amount of this kind of work that may be done by crews receiving through pay. Without attempting to spell out here the exact provisions of a rule that should be adopted, it is the Board's recommendation that the parties formulate a rule contemplating that when a crew is required to pick up or set off at three or more points, or when the time consumed in picking up and/or setting off exceeds 1 hour and 30 minutes in the aggregate for the entire trip, or when the crew is required to load or unload commercial L.C.L. shipments or to do station switching, they shall be paid local freight rates. Setting off bad order cars should not be counted as set-offs.

As to the claim of the organizations that the handling of any company material should operate to convert the service to local freight, a number of factors must be considered before recommendation can be made. The purpose of the demand is to obviate the situation where passenger crews are required to handle company material in substantial amounts with regularity, and where that practice is followed the demand is not unreasonable. On the other hand, we think it quite unreasonable to convert passenger rates to local freight on account of the carriage of mail and other usual, regular consignments of small amounts of company material. We remand this question to the parties to work out a definite rule in the light of these observations.

27. PILOT SERVICE

When foreign line trains or trains from another seniority district are being detoured, an engineer and conductor from the district over which detour is being made shall be used as pilots. This shall also apply where the engineer or conductor on other trains is not familiar with the territory over which the train operates.

Because such a requirement as is embodied in this proposal would be tantamount to an invasion of managerial prerogatives and functions,

18 REPORT TO THE PRESIDENT BY THE EMERGENCY BOARD

the Board is unable to recommend the adoption of the proposed rule. We believe, however, that whenever pilot service is used it is reasonable to require that such pilot shall be chosen from the seniority roster of the district involved and we recommend accordingly.

28. AUTOMATIC RELEASE

Crews arriving at terminal of run are automatically released, except as provided in short turn-around service or other rules applicable; if used again, they begin a new day.

This proposal covers a rule that is already common to many of the agreements; and, even where not specifically provided by the agreements, the practice provided is quite general. Consequently, in the interest of reducing the practice to a definite rule, we recommend that the rule as proposed be adopted.

38. FLAGGING AND THROWING SWITCHES (Engineers)

Engineers and firemen (helpers) shall not be required to flag or throw switches.

We recommend the adoption of this proposal with the following addition: "Except for their own trains and then only when no one else is available for the purpose."

39. ASSISTANCE FOR FIREMEN (Engineers)

On coal-burning locomotives in all classes of service, coal of proper size for firing purposes shall be placed on tenders at all coaling stations and shall be kept within reach of firemen from deck of locomotive at all times.

The Board is of the opinion that the rule as phrased here might easily be construed as requiring coal to be placed on tenders at coaling stations only and by employees other than firemen in all instances. We recommend the adoption of a rule designed to accomplish the purpose of furnishing coal of appropriate size and assuring that it shall be kept within reasonable reach of the fireman from the deck of the locomotive. It is not the intention of the Board's recommendation to modify the prevailing practice, which appears to be that at terminals coal is placed on the tender by coaling station attendants and elsewhere where such attendants are located, but where no attendants are available to have the fireman take on coal.

42. WATCH INSPECTION

Carrier shall supply watches at cost to engine, train and yard service employees and shall pay for cleaning and repairing of watches. Such employees shall be paid for time consumed at pro rata rate with minimum of two (2) hours at the rate of last service performed when required to have watches inspected.

The Board believes that the essential requirements of this proposal are reasonable; namely, that watches be furnished at cost to the designated employees and that the carrier assume the expense of cleaning and repairing them. However, we believe that instead of the provision of a minimum of two (2) hours' pay for time consumed in inspection, such inspection, whenever required, shall be on company time. Such a rule shall be adopted only upon such carriers as have operating rules requiring watch inspection and designate the inspector.

43. UNIFORMS (Trainmen)

When employees are required to have uniforms, such uniforms shall be furnished, cleaned and pressed without cost to the employees.

Considerable variation exists in current practices regarding the cost of uniforms; in some instances the carrier bears the entire cost, in others the carrier bears only a portion of the expense, generally one-half, while in most instances the employee assumes the entire expense. Since uniforms may be worn both on and off duty, the employee's expense for other clothing is substantially reduced; consequently it would seem to the Board unreasonable to require the carrier to bear the total cost of uniforms. We believe it more equitable to provide that the carrier and the employee shall share equally in the cost of furnishing and maintaining employees' uniforms. Therefore, we recommend adoption of such a rule.

45. SAVING CLAUSES

Existing differentials for divisions or portions thereof, or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, shall be preserved.

Existing rules considered more favorable by committee on each individual road shall be preserved.

This is a customary provision designed to save more favorable conditions existing on individual roads than any herein proposed. We recommend inclusion of it; this, however, is not intended to preclude the adoption of the recommendations here concurrently made as to carriers' proposals.

**PROPOSED RULES GOVERNING WAGES AND WORKING CONDITIONS
OF YARDMASTERS**

The proposals are for a complete agreement covering yardmasters and their assistants. The evidence concerning the wages and working conditions of general yardmasters, assistant general yardmasters, yardmasters and assistant yardmasters indicates that there are numerous situations and problems which need careful consideration. The Board found it impossible within the limited time at its disposal to formulate equitable and practical solutions of the complex problems and issues which apparently have developed in this occupation. It is the considered judgment of the Board that the instant matter should be referred back to the parties for joint consideration and determination.

**PROPOSED RULES GOVERNING WAGES AND WORKING CONDITIONS
OF DINING CAR STEWARDS**

The proposals are for a complete new agreement covering all phases of employment and for uniform, nation-wide application. The evidence submitted concerning the wages and working conditions of dining car stewards reveals a situation which in many particulars manifestly calls for immediate relief and correction. Unfortunately, however, the proposals are so comprehensive and far-reaching as to reconstruct completely both the conditions of employment and the basis of wage payment. The Board could not within the limited time apportioned to this important matter formulate a fair and adequate solution of the numerous problems that exist in this occupation. Consequently, we recommend that the instant matter be referred back to the parties for joint consideration, with a view to an early workable settlement of the issues involved therein.

Applicability of Foregoing Recommendations

These recommendations are applicable to those carriers represented by the three carriers' conference committees; there is insufficient evidence before the Board regarding the operating conditions surrounding the individual short lines, those represented by the American Short Line Railroad Association, those who appeared specially and those who made no appearance, to enable the Board to reach a conclusion as to the extent the recommendations are applicable to them and it is suggested that that question be the subject of negotiations between the organizations and those lines individually.

*The Rules Proposals of the Carriers***4. TIME LIMIT ON CLAIMS**

All claims and grievances under existing agreements not made in writing within thirty (30) days from date of the occurrence on which claim or grievance is based are barred and will be deemed to have been abandoned. Claims and grievances made within thirty (30) days from date of the occurrence and disallowed are barred and will be deemed to have been abandoned unless appeal is taken to the proper officers within thirty (30) days from the date of notice disallowing the claim.

Initial decision and decision by each officer in the course of appeal shall be made in writing within sixty (60) days from the date claim or grievance is received by him or within thirty (30) days from the date conference is concluded if conference is had thereon. Appeal from any decision shall be made in writing within thirty (30) days from the date of decision appealed, or the claim or grievance shall be barred and will be deemed to have been abandoned.

Decision by the highest officer designated to handle disputes shall be final and binding unless within sixty (60) days after written notice of such decision the said officer is notified in writing that his decision is not accepted.

All claims or grievances involved in such decision shall be barred and deemed to have been abandoned unless within six (6) months from date of said officer's decision proceedings are instituted before a tribunal of competent jurisdiction established by law or agreement to secure a determination or adjudication of the rights of the parties. All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

The proposal of the carriers with regard to a rule placing a time limit on claims is quite meritorious. We believe, however, that a more reasonable time for the presentation of claims would be ninety days instead of thirty days proposed; also, that such a rule, if adopted, should not become effective until sixty days after its adoption in order not to bar matured or maturing claims under the new limitation. We further think that a construction or interpretation of the rule should provide against its operation to bar complaint concerning continuing violations of the agreement except as to the period of retroactive penalty.

Whether there should be a limitation incorporated in the amended Railway Labor Act itself was much debated when that act was under consideration in Congress and such a provision was purposely omitted because of the fact that there were then accrued undisposed of before adjustment, regional, system and other bipartisan boards, many thousands of claims deadlocked as to which there was no machinery for the appointment of a referee. Under such circumstances it was obviously inequitable to bar those claims, many of which were already older than any reasonable period of limitations. The time has long since passed, however, when all such claims should have been presented and decided.

6. SELF-PROPELLED ROADWAY AND SHOP EQUIPMENT AND MACHINES

(a) Engineers, Firemen, Conductors, Trainmen and Yardmen shall have no claim to man self-propelled roadway and shop equipment and machines used in Maintenance of Way and Structures, Maintenance of Equipment, Stores Department, and construction work, such as (this enumeration being by way of illustration and not by way of limitation) locomotive cranes, ditchers, clamshells, pile drivers, scarifiers, wrecking derricks, weed burners, rail detector cars, and other self-propelled roadway and shop equipment or machines, whether operated on tracks or otherwise. Such roadway and shop equipment and machines will not be used to perform switching or handling of empty or loaded cars other than those which must be handled or moved in order to perform the service or to do the work to be done by such roadway and shop equipment and machines in the Maintenance of Way and Structures, Maintenance of Equipment, Stores Department, and construction work.

(b) The Management shall be the sole judge as to the need of a train service employee, or employees, with such roadway and shop equipment and machines. If, in the judgment of the Management, a train service employee is necessary, he will be drawn from the ranks of conductors of the seniority district where the movement is to be made, except that if it is known in advance that the service is to be exclusively within switching limits, a yard engine foreman (yard conductor), if available, instead of a road conductor, will be used. When a road conductor is used, he will be paid only the rates and under the rules applicable to work-train service. When a yard engine foreman (yard conductor) is used, he will be paid only the yard engine foreman's rate. If and when deemed necessary by the Management, one or more trainmen, drawn from the ranks of trainmen in the seniority district where the movement is to be made, may be used, and such trainman, or trainmen, shall be paid only the rates and under the rules applicable to work-train service. In all such cases, time of the road conductor (and trainman or trainmen if any) or the yard engine foreman (yard conductor) for each day service is performed, shall be computed from the time he or they are required to report for duty until relieved from duty at the point tied up.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

The carriers are undoubtedly entitled to some relief from the intolerable situation with which they are confronted by jurisdictional controversy over the manning of such machines. The work is claimed by train service employees and by maintenance of way employees and each group has been sustained by Adjustment Board awards. How the matter should be adjusted obviously this Board is unable to suggest since all the crafts involved are not before it.

16. GUARANTEES—PASSENGER TRAIN SERVICE—APPLYING OVERTIME THERETO

All schedule rules relating to monthly or daily guarantees in passenger train service, which, through the words "exclusive of overtime" or by other language or means, prohibit overtime payments from being utilized with earnings from other sources to make up monthly or daily guarantees, are eliminated.

The Board considers this proposal equitable and recommends its adoption.

20. PAY FOR "TIME LOST" TO BE REDUCED BY OTHER EARNINGS

Where payments are made for "time lost" for any reason, any earnings made in other employment during time out of service shall be deducted from amount due.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

The proposal of the carriers in this connection is meritorious. It should not, however, be construed to require an employee held out of service to seek other work for the purpose of mitigating damages should his discharge ultimately be found to have been wrongful. The nature of the employment is such that it would frequently be impracticable for a man to seek other employment pending an appeal from a dismissal.

For the purpose of this rule self-employment should not be considered as "other employment." With these modifications, the Board recommends adoption of the proposal.

Observations Concerning the Rules Controversy

In this case as in similar predecessor controversies between the railroad carriers and the railroad transportation unions, one of the cause of the impasse in negotiations and subsequent conflict in presentation of evidence revolved around differing concepts regarding the operation of the dual basis of pay. Because of this conflict between the parties concerning the dual basis of pay, we think it not inappropriate to comment to some extent upon it.

Briefly, the dual basis of pay applies only to road service and consists in a combination of mileage and hours. For example, in road freight service, 100 miles is deemed equivalent to an 8-hour day or speed basis of $12\frac{1}{2}$ miles per hour. If the crew runs 100 miles or more in 8 hours, it is paid on a mileage basis. If the time required to run the mileage is longer than a speed of $12\frac{1}{2}$ miles per hour, overtime accrues at time and one-half. If, on the other hand, the run is less than 100 miles and is performed within 8 hours, the basic minimum day for 8 hours or 100 miles is applicable.

In recent years certain aspects of the application of the dual basis of pay system have been characterized by some as a type of "feather bedding". During the course of the hearing, criticism of the operation of the dual basis of pay was expressed by both parties but more particularly by the carriers. Much testimony on their behalf was submitted concerning the relatively high earnings per hour worked by some employees in preferred runs as the result of the operation of the rule. However, when pressed on the point by the Board, carrier representatives disavowed any desire to abolish the system. Additionally none of the 29 carrier proposals which were characterized as embodying the long-term objectives of the railroads to secure rules relief contained any proposal to do away with the dual basis of pay.

To comprehend the nature and effects of the dual basis of pay it is necessary to keep in mind that it is analogous to a piecework or incentive wage system. As a method of wage payment, this system entails distinct financial advantages to both carriers and employees. Under the operation of the system an employee can and commonly does earn more than a basic day's pay within eight hours. The carriers, on the other hand, enjoy the dual advantage of moving traffic more quickly and making available more quickly plant, equipment and facilities for additional use within the elapsed time.

It is essential to remember that 100 miles as an equivalent of a day's work was established many decades ago, on the basis of a 10-hour day.

when the speed of freight trains dictated this distance as appropriate. Because engines required servicing after about that distance, terminals were often located approximately 100 miles apart. This also meant the location of roundhouses, turn-tables, coaling and water stations, et cetera, and, quite importantly, of employees' homes. Topographical or other considerations sometimes caused the location of terminals at shorter distances, in which case the minimum day was applied.

In the course of years technological improvements have greatly increased the power of locomotives, roadbeds have been improved, track capacity greatly increased, centralized traffic control and other operating techniques have been introduced, which have greatly increased the speed of trains. Methods of operation are continually being improved, so that the running time of trains is correspondingly reduced.

Having reached the terminal of its run, a crew had completed its day's work. Traffic frequently is destined beyond the terminal, in which case its further movement is handled by other crews belonging to the next division. In general, seniority is confined to the respective divisions. This means that a train crew from one division is not permitted, in the absence of special agreement, to run through a terminal onto another division since to do so would result in invasion of the seniority of the adjoining division's crews.

Because of the increased speed of passenger and freight trains management has in recent years insisted upon what it describes as "eight hours' work for eight hours' pay." Viewed superficially, such a slogan seems reasonable and plausible. More careful examination of the actual situation reveals the basic fallacy in the slogan, since these operating employees are not paid by the hour for 8 hours' work but instead are paid for the mileage performed. Completion of runs in less than eight hours means that, according to mutually determined agreements, they are entitled to be paid for mileage covered, with a minimum of 100 miles. The balance of the time not utilized in the run belongs to the employees and is not paid for by the carriers.

On the other hand, the employees have of late been making an equally fallacious claim. They assert that they are entitled to an opportunity to perform mileage under optimum conditions; that is, under circumstances enabling them to make the best possible speed so as to have that much additional time available to them, *and that failing to do so, they should be paid for time lost* through delays which preclude their experiencing this optimum performance.

When the dual basis of pay was first established, delays were recognized as an inherent aspect of train operations. Variable performance was clearly recognized in constructing the basis of payment.

A reasonable and practical approach to the problem herein outlined requires that carriers and employees definitely recognize each other's fundamental rights, which would provide a wide area of bargaining to their mutual advantage; for example, mutual agreement on the establishment of interdivisional runs would result in significant economies with ultimate benefit to both parties. Employees should cooperate in effecting such economies wherever possible, and management should willingly compensate employees to a reasonable extent for the surrender of established privileges.

The clear recognition by the parties of the mutually advantageous results arising from the dual basis of pay rule is sufficient indication of the desirability of its retention. The dual basis of pay does at times operate to the disadvantage of the carriers. However, it is hardly accurate to characterize the system as "featherbedding" and it is notable, we repeat, that neither party to the proceedings proposed to abolish it.

CERTIFICATION

In accordance with the provisions of the Stabilization Act of October 2, 1942, as amended by section 202 of the Stabilization Extension Act of 1944, approved June 30, 1944, we hereby certify that the recommendations of this Board relating to changes in compensation are consistent with such standards now in effect, established by or pursuant to law, for the purpose of controlling inflationary tendencies and approvable for purposes of seeking rate increase relief.

(Signed) LEIF ERICKSON, *Chairman*

(Signed) FRANK M. SWACKER

(Signed) GORDON S. WATKINS

APPENDICES

- A. Wage and Rules Proposals (Employee Exhibits 2 and 3)**
 - B. Carriers and Organizations Involved**
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APPENDIX A

Wage and Rules Proposals: Joint Statement of February 1, 1946, setting forth demands of Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen and proposals of the carriers, together with strike ballot submitted to respective memberships by Wage Committees of B. of L. E. and B. of R. T. (Employee Exhibits 2 and 3)

BROTHERHOOD OF LOCOMOTIVE ENGINEERS BROTHERHOOD OF RAILROAD TRAINMEN

CLEVELAND, OHIO, February 1, 1946.

To ALL Officers and Members of the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen and Other Employees of the Classes Represented by These Organizations on Railroads in the United States.

SIRS AND BROTHERS:

The General Chairmen representing the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen convened in joint session in Cleveland, Ohio, December 11-16, 1944, and initiated a program calling for new rules and changes in present rules relating to working conditions of employees represented by these organizations. They also adopted a proposal calling for increases in wages, which later took the form of requests on the carriers for a 25 per cent increase in all existing wage rates, with a minimum money increase of \$2.50 on the minimum day, the same increase to be applied to all arbitraries, miscellaneous rates, special allowances and to daily and monthly guarantees, such increases to become effective August 1, 1945.

Shortly after our program had been announced, President M. W. Clement of the Pennsylvania Railroad Company, on behalf of a railroad presidents' committee, requested, by letter of December 27, 1944, conferences with the chief executives of railway labor organizations, which conferences were held in New York City, January 30, 31, 1945. Railroad presidents requested the BLE and BRT to hold in abeyance their rules proposals for a sufficient time to allow BLFE, ORC and SUNA to join in discussions of the matter with the railroad presidents, who indicated a favorable attitude toward adjusting our rules demands. BLE and BRT granted this request. The railroad presidents invited the BLFE, ORC and SUNA to join the discussions and several conferences were held, at which the railroad presidents and the chief executives of the BLFE, ORC and SUNA urged the chief executives of the BLE and BRT to reduce their rules program and consider only a few rules selected by the railroad presidents, and agree to a moratorium on the over-all rules program until after the war. The BLE and BRT refused to agree to this and set May 4, 1945, as the date for serving notices of our wage-rules proposals on the individual carrier managements.

On May 2, 1945, BLFE, ORC and SUNA at last advised that they favored joint handling with BLE and BRT of the wage-rules program and suggested meeting with BLE and BRT. The BLE and BRT agreed and suspended serving their notices on May 4, 1945, to give the former three organizations opportunity to prepare their notices and to join with the BLE and BRT in serving them on the individual carrier managements. Thereafter, rules committees representing the five organizations prepared joint rules proposals. The railroad presidents continued their efforts to persuade us to delay our

wage-rules program. At meetings on July 17-18, 1945, between railroad presidents and chief executives of the five transportation labor organizations, the BLE and BRT refused further to delay the filing of their notices on carriers of the wage-rules program. Although the BLFE, ORC and SUNA wanted additional conferences with the railroad presidents, the latter were unwilling to hold further conferences with the three labor organizations only, and advised the BLFE, ORC and SUNA to file their notices along with the BLE and BRT, who filed their notices with individual carrier managements on July 24, 1945. On the same date, carriers filed with our general committees a counter rules proposal consisting of 29 proposed rules, which, if adopted, would restore working conditions that prevailed fifty years ago in the railroad industry.

The carriers refused to meet the five transportation labor organizations in national conferences until November 27, 1945, at which time they met these five organizations in Chicago and insisted that we grant a moratorium of a year or more on that part of our program pertaining to working rules revision. They have refused to offer any wage increases or to settle our wage increase proposal until our rules proposal and the carriers counter rules proposal are disposed of. During national conferences with the Carriers' Conference Committees, representatives of the BLFE, ORC and SUNA insisted on deferment of our joint rules proposal and when the BLE and BRT declined to agree to a moratorium on rules or to agree to indefinite postponement or to delay them, except for a time sufficient to enable a speedy conclusion of the wage proposal, the BLFE, ORC and SUNA demanded a separate conference with the carriers on November 29, 1945, and on November 30, 1945, the BLE and BRT were advised by the Carriers' Conference Committees that the BLFE, ORC and SUNA had withdrawn from further joint handling of the wage-rules program with the BLE and BRT and that the Carriers' Conference Committees would meet them separately thereafter.

On December 13, 1945, carriers broke off negotiations and invoked the services of the National Mediation Board, following which the BLFE, ORC and SUNA also invoked the services of the National Mediation Board. The Board assumed jurisdiction and mediated the dispute under the Railway Labor Act until January 19, 1946, on which date it notified the interested parties that its mediation efforts had been unsuccessful and expressed the view that the rules question should be deferred and requested the parties to arbitrate the wage question. The BLE and BRT replied to the National Mediation Board on January 22, 1946, and declined the Board's proposal to defer the rules question and arbitrate the wage question. Up to the time of the preparation of this statement, which is accompanied by a BALLOT, the carriers have offered no increases in wages, nor have they agreed to any improved rules covering working conditions.

The proposals submitted by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen to the several railroad managements follow.

1. ADJUSTMENT OF WAGE RATES.

Effective August 1, 1945, all existing wage rates shall be increased twenty-five (25) per cent, with a minimum money increase of \$2.50 on the basic day. The same percentage of increase shall be applied to all arbitraries, differentials, miscellaneous rates, special allowances, and to daily and monthly guarantees.

2. STANDARDIZING WAGE RATES BETWEEN THE TERRITORIES.

Effective August 1, 1945, all existing basic daily wage rates, including deadhead allowances, in effect on railroads in the Western Territories, shall be not less than rates in effect on railroads in the Eastern and Southeastern Territories.

All arbitraries, miscellaneous rates, special allowances, and daily and monthly guarantees shall be increased in proportion to the daily increase herein provided; existing money differentials above existing standard daily rates shall be maintained.

3. PASSENGER SERVICE—BASIC DAY. (Trainmen)

One hundred miles or less (straightaway or turnaround), five hours or less, except as provided in the short turnaround passenger rule, shall constitute a day's work. Miles in excess of one hundred shall be paid for at the mileage rate provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

4. PASSENGER SERVICE—OVERTIME.

(a) On short turnaround passenger runs no single trip of which exceeds eighty miles, including suburban and branch line service, overtime shall be paid for all time actually on duty, or held for duty, in excess of six hours (computed on each run from the time required to report for duty to the end of that run) within eight consecutive hours; and also for all time in excess of eight consecutive hours computed continuously from the time first required to report to the final release at the initial terminal. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule the initial trip shall be designated.

(b) Engine and train service men on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service, overtime shall not accrue until the expiration of 5 hours from the time of first reporting for duty.

5. MOTOR OR ELECTRIC CARS IN MULTIPLE UNIT PASSENGER SERVICE.

Engineers or motormen operating motor or electric cars in multiple unit passenger service shall receive payment based upon the minimum rate for operating one unit and shall receive the rate stipulated for the next higher rate specified in the next higher bracket in rates provided in rate schedule for each additional unit operated.

6. PASSENGER SERVICE—OVERTIME RATE.

Overtime in all passenger service shall be paid for on the minute basis at a rate of time and one-half time of the basic hourly rate.

7. YARD SERVICE—OVERTIME.

- (a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, a regular assigned or extra man shall be paid on the minute basis at one and one-half times the hourly rate for all time worked in excess of eight hours in a twenty-four hour period.
- (b) A regular or extra man used on a second tour of duty in a twenty-four hour period shall be paid time and one-half for the second tour of duty.

8. MINIMUM DAILY EARNINGS FOR ROAD AND YARD SERVICE.
(Engineers)

- (a) Rates for engineers in through and irregular freight, circus trains, trains established for the exclusive purpose of handling milk, shall be as follows: Table of through freight rates beginning with 250,000 pounds on drivers.
- (b) Rates for engineers in local or way freight, mine run, snow plow, pusher, helper, roustabout, road switcher, work, wreck, construction, transfer or belt line and unclassified service shall be as follows: Table of local freight rates beginning with 250,000 pounds on drivers.
- (c) Rates for engineers in yard service shall be as follows: Table of local freight rates beginning with 250,000 pounds on drivers.
- (d) Rates for hostler and hostler helper will be the local freight rates applicable to firemen for locomotives of 250,000 pounds on drivers, and the present differential between the inside hostler rate and the rates for outside hostler and hostler helper shall be maintained.

9. RATES FOR YARD SWITCHTENDERS. (Trainmen)

Yard switchtenders shall be paid yard brakeman's (helper's) rate of pay.

10. MINIMUM GUARANTEE—REGULAR AND EXTRA SERVICE.
(Engineers)

Engineers in all classes of service shall be paid the full miles or hours of their assignment, inclusive of any overtime or arbitraries that are part of same, for each day not used.

NOTE: If called for other than regular assignment, shall be paid not less than they would have earned on same. Unassigned (pool) and/or extra engineers in all classes of service shall be paid not less than a minimum day at the rate applicable to the last service performed for each day not used. Regular assignments shall not be established for less than six (6) days per week or the equivalent thereof.

11. MINIMUM GUARANTEE—REGULAR AND EXTRA SERVICE.
(Trainmen)

(a) Trainmen in freight service shall be guaranteed the full mileage or hours of their assignment, inclusive of any overtime made that is part of the assignment, for each day not used.

NOTE: Trainmen in freight service, not used in their regular assignment or pool turn, but used in other service, shall be paid not less than

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they would have earned on their regular assignment or pool free turn.

(b) Trainmen in unassigned through freight service (inclusive of assigned work train service) shall be guaranteed not less than three thousand (3,000) miles per month exclusive of all other allowances except road overtime.

NOTE: This rule shall not operate to prevent trainmen from working more than 3,000 miles per month.

Trainmen working under the provisions of paragraphs (a) and (b) of this rule who do not work the entire month shall be paid not less than pro rata of this guarantee for each day available for service.

(c) In all classes of road and yard service, regular assignments shall not be established for less than six (6) days per week, or equivalent thereof.

12. TRAIN SERVICE. (Trainmen)

Road trainmen shall receive not less than the local freight rate of pay for the following: local or way freight, mine run, snow plow, push helper, roustabout, road switcher, work, wreck, construction and classified service.

13. NIGHT DIFFERENTIAL.

Established hourly rates for local freight, transfer or belt line, mine run, road switcher, yard and unclassified service, shall be increased ten cents per hour for service performed between 6:30 P. M. and 6:30 A.

14. DIFFERENTIAL FOR YARD CONDUCTOR-FOREMAN. (Trainmen)

The basic daily rate for yard conductors (foremen) shall be not less than \$1.50 more than the basic daily rate for yard trainmen (helpers).

15. INITIAL TERMINAL DELAY.

In all classes of road service initial terminal delay shall be computed from time engine and train service employees are required to report for duty to time train departs from passenger station or designated point within terminal. All times in excess of fifteen (15) minutes shall be paid for on the minute basis at the regular hourly rate applicable to the class of service performed and for engine used. Such payment shall be in addition to road trip pay, without deduction therefrom.

16. FINAL TERMINAL DELAY.

Final terminal delay in all classes of road service shall be compensated on the minute basis for all time delayed from time train or engine arrives at the designated point, or from time stopped before reaching such point due to yard conditions or by preceding trains, until relieved from duty.

NOTE: "Relieved from duty" includes actual time required to make inspection, complete all necessary reports and/or register off duty. All time under this rule shall be paid for as an arbitrary in addition to all other time or mileage paid for on the entire trip, and such time shall be paid for at the pro rata rate.

The "designated point" referred to in this rule shall be established by agreement between the representatives of the employees and their managements.

17. HELD AT OTHER THAN HOME TERMINAL.

Engine and train service employees in pool freight or unassigned service held at other than home terminal shall be paid continuous time, at the regular rate per hour paid them for the last service performed, for all time held in excess of twelve hours. Such payments shall be separate and apart from pay for subsequent service or deadheading.

The provisions of this rule shall apply also to regularly assigned freight and passenger services.

For the purpose of applying this rule the management shall designate a home terminal for each crew in pool or unassigned service.

Home terminals as they existed June 1, 1945, shall not be changed except by mutual agreement.

18. HELD ENROUTE.

Road crews held enroute, by reason of yard congestion at terminal or account of connections, shall be compensated for all time held on a minute basis with a minimum of one hour at pro rata rates according to class of service and engine used, such pay to be in addition to all other time or mileage made on day or trip.

19. CONVERSION RULE.

Crews in all classes of road service shall be paid local freight rates when required to pick up and/or set off, perform station switching or load or unload freight and/or company material.

20. QUALIFYING, ATTENDING INVESTIGATIONS, ETC.

All employees in engine, train and yard service, when required to qualify, requalify, learn all or a portion of the road or yard, attend investigations, classes of instructions or examinations, report for physical examination, including exercise of seniority, in order to meet requirements of the carrier, shall be paid on the following basis:

(a) Actual time consumed, but in no case less than time lost had the employee followed his turn, and, in addition, any deadheading and legitimate expense.

(b) When no time is lost, actual time with not less than a minimum day at the rate applicable to last service performed, and, in addition, any deadheading and legitimate expense.

(c) New employees: Full time in accordance with the rules applicable to the service for which they are qualifying, with not less than a minimum day's pay for each calendar day.

21. CREWS USED TO PERFORM MORE THAN ONE CLASS OF SERVICE.

Engineers in road or yard service required to perform more than one class of service in a day or trip (such as through freight, passenger, or yard crews, used to perform work, wreck or construction service, or

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vice versa) shall be paid not less than a minimum day for the additional service at the rates applicable to same in addition to the mile or hours of road trip or day and without any deduction therefrom. Trainmen in all classes of road service required to perform more than one class of service in a day or trip (such as through freight and passenger crews used to perform work, wreck or construction service or vice versa) shall be paid not less than a minimum day for the additional service at the rates applicable to same in addition to the miles or hours of the road trip or day without any deduction therefrom.

22. DEADHEADING.

Engineers or trainmen called to perform deadhead service shall be paid for the actual miles deadheaded with a minimum of a basic day at the rate provided (overtime included) for the class of service called to perform; when deadheaded to home terminal they shall be likewise paid at the rates paid for last service performed.

Deadheading shall be computed and paid for separate from any other service performed.

23. ATTENDING COURT.

Engineers, trainmen and yardmen required to attend court, coroner's inquest, interrogation by claim agent or lawyer representing the railroad, shall be allowed actual time with a minimum of one (1) day at the rate of the last service performed for each day so engaged, and in addition, shall be paid for deadheading and expenses.

On each day time is lost, they shall be allowed not less than the amount they would have earned if they had worked.

24. LAP BACK OR SIDE TRIPS, DOUBLING HILLS.

Crews in any class of road service required to make a lap back trip, side trip or double hills shall be paid not less than a minimum day at the rates applicable, for each such trip or double, in addition to all other time earned on the day or trip and without deduction therefrom.

25. SUNDAYS AND HOLIDAYS—RATE FOR.

All employees shall be paid at the rate of time and one-half for all service performed on Sundays and on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided that when any of the above holidays falls on Sunday, the day observed by the State, Nation or by Proclamation shall be considered a holiday), and on any other holidays established by State or Nation.

26. POINTS FOR GOING ON AND OFF DUTY.

Engineers in road, transfer and yard service shall have a designated point for going on duty and a designated point for going off duty. The point for going on and off duty at each terminal or yard shall be the same place, such points to be established by agreement.

Trainmen in road service shall have a designated point for going on duty and a designated point for going off duty. The point for going

on and off duty at each terminal shall be the same place and shall be established by agreement.

Yardmen will report for duty and be relieved from duty at the same point. This point shall be established by agreement.

27. PILOT SERVICE.

When foreign line trains or trains from another seniority district are being detoured, an engineer and conductor from the district over which detour is being made shall be used as pilots. This shall also apply where the engineer or conductor on other trains is not familiar with the territory over which the train operates.

28. AUTOMATIC RELEASE.

Crews arriving at terminal of run are automatically released, except as provided in short turn-around service or other rules applicable; if used again, they begin a new day.

29. CONSIST OF CREWS.

Crews employed in all classes of road service shall consist of not less than one (1) engineer, one (1) fireman (helper), one (1) conductor and at least two (2) brakemen, with not less than three (3) brakemen in local, mine-run, work, wreck and construction service, except on light engines and in helper service an engineer, fireman and conductor shall be used.

Crews employed in yard service shall consist of not less than one (1) engineer, one (1) fireman (helper), one (1) conductor or foreman, and at least two (2) brakemen or helpers, and where yardmen are required to ride cars, not less than three (3) brakemen or helpers shall be used.

30. DEFINING YARD WORK. (Trainmen)

The following shall be considered yard work, shall be handled by yardmen, and shall be compensated for under the schedules of wages and rules of yardmen in all yards where yard schedules are in effect:

- (a) The switching of all freight and passenger equipment operating within the switching limits;
- (b) The transfer of all freight and passenger equipment operating within the switching limits;
- (c) The handling of all construction and maintenance of way trains operating within the switching limits;
- (d) The handling of all work trains operating within the switching limits;
- (e) All ground pilot or herder service operating within the switching limits;
- (f) The giving or relaying of signals to yard engine crews and the coupling and uncoupling of cars and engines within the switching limits;
- (g) The throwing of ground switches (except those operated by switchtenders) within the switching limits;
- (h) The operating of hand brakes for the purpose of effecting or controlling the movement of cars within the switching limits, or the bleeding of air brakes on cars to be switched, or marking cars for classification purposes.

31. YARD SERVICE—NEW WORK.

Engineers and trainmen in yard service shall be paid one (1) additional day's pay at the rate of one and one-half times their respective rates when assigned and required to perform new work after having been on duty the minimum number of hours of their assignment.

NOTE: New work is defined as work not a portion of the regular programmed or routine work of the crew.

32. RELEASE OF CREW AS A UNIT. (Trainmen)

In all classes of road service, other than passenger, regular members of crews shall be relieved from duty as a unit at end of run or trip.

33. TRAIN LENGTH.

The maximum length of any freight train propelled by steam or any other form of motive power or energy shall not exceed 3,000 feet or 70 cars, and the maximum length of any passenger train propelled by steam or any other form of motive power or energy shall not exceed 1,200 feet or 14 cars.

34. DOUBLE-HEADING AND HELPER SERVICE.

(1) With trains of over 40 cars, exclusive of cabooses, double-heading is prohibited, except as hereinafter stated.

(2) Double-headers may be run on any district provided the rating of largest engine handling the train is not exceeded, this subject to train length limitation as provided in Rule 33.

(3) In case of an accident to an engine, consolidation may be effected with another train and the consolidated train brought into terminal as a double-header.

(4) It is recognized that the exigencies of the business may require additional helper service to that provided for, in which event the matter shall be settled by negotiations between the management and committee and provisions made for pusher or helper engines on any district to maintain the tonnage intact over grades. It is understood that request for additional helper or pusher territory will not be recognized on grades of one per cent (1%) or less.

(5) In every instance when crews are used in violation of Item (1), the crews used shall be paid double compensation for the run, trip or tour of duty, and the train crew standing for the service under schedule rules shall be paid the same amount that they would have been paid had they been used.

(6) In every instance when crews are double-headed in violation of Item (2) or (3), crews shall be paid as follows:

(a) Trains propelled by two (2) engines and handling tonnage in excess of the rating of the largest engine used shall be paid double time for the run, trip, or tour of duty, and the train crew standing for the service under schedule rules shall be paid the same amount that they would have been paid had they been used;

(b) Where more than two engines are used on a train, the train crew so used and the crews standing for the service under schedule rules shall be paid on the same basis as in the preceding paragraph for each engine used in excess of two (2).

NOTE: For the purpose of applying this rule, each unit of power constitutes an engine regardless of the source from which the energy is obtained, supplied, controlled and applied.

35. SICK LEAVE.

Employees in engine, train and yard service shall be granted sick leave with pay annually, as follows:

1 to 5 years service—7 days at the basic rate of pay for the service last performed;

5 to 15 years service—14 days at the basic rate of pay for the service last performed;

15 to 20 years service—21 days at the basic rate of pay for the service last performed;

20 years service or over—30 days at the basic rate of pay for the service last performed.

In the event all or part of sick leave is not absorbed, time shall accumulate from year to year.

36. EATING AND SLEEPING ACCOMMODATIONS.

Crews shall not be tied up at points where satisfactory and adequate eating and sleeping accommodations are not available.

37. LOCOMOTIVE AND CABOOSE EQUIPMENT.

All locomotives and cabooses (way cars) shall be equipped with suitable awnings, windshields, approved seats, supplied with cold drinking water, sanitary paper drinking cups, and, in addition, cabooses (way cars) shall be equipped with electric lights.

38. FLAGGING AND THROWING SWITCHES. (Engineers)

Engineers and firemen (helpers) shall not be required to flag or throw switches.

39. ASSISTANCE FOR FIREMEN. (Engineers)

On coal-burning locomotives in all classes of service, coal of proper size for firing purposes shall be placed on tenders at all coaling stations and shall be kept within reach of fireman from deck of locomotive at all times.

40. APPOINTMENT OF YARDMASTERS. (Trainmen)

In the appointment of yardmasters and assistant yardmasters, regular or temporary, where yard men are employed, the senior qualified yardman making application shall be assigned.

41. APPOINTMENT OF ROAD FOREMAN OF ENGINES.

Road Foremen and Assistant Road Foremen of Engines shall be taken from the ranks of engineers on the seniority district where the vacancy exists.

42. WATCH INSPECTION.

Carrier shall supply watches at cost to engine, train and yard service employees and shall pay for cleaning and repairing of watches. Such

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employees shall be paid for time consumed at pro rata rate with minimum of two (2) hours at the rate of last service performed when required to have watches inspected.

43. UNIFORMS. (Trainmen)

When employees are required to have uniforms, such uniforms shall be furnished, cleaned and pressed without cost to the employees.

44. OFFICE SPACE FOR PASSENGER CONDUCTORS. (Trainmen)

Suitable seating and desk space shall be provided on all passenger trains for the exclusive use of conductors to compile required reports.

45. SAVING CLAUSES.

Existing differentials for divisions or portions thereof, or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, shall be preserved. Existing rules considered more favorable by committee on each individual road shall be preserved.

YARDMASTERS

The term "YARDMASTER" shall apply to all General Yardmasters, Assistant General Yardmasters, Yardmasters and Assistant Yardmasters.

ADJUSTMENT OF WAGE RATES

That effective August 1, 1945, all existing wage rates shall be increased twenty-five (25) per cent with a minimum money increase of \$2.50 on the minimum day. The same percentage of increase shall be applied to all arbitraries, miscellaneous rates, special allowances, and to daily and monthly guarantees.

DAILY RATE

The daily rate of all yardmasters shall be determined by multiplying the established monthly rate by twelve (12) and dividing that sum by three hundred and thirteen (313).

BASIC DAY

Eight (8) hours or less (including meal period) without change in existing daily or monthly rates shall constitute a basic day.

OVERTIME

All time worked in excess of eight (8) hours in any twenty-four (24) hour period shall be considered overtime, and shall be paid for on the minute basis at one and one-half (1½) times the hourly rate, with a minimum of one (1) hour.

SUNDAYS AND LEGAL HOLIDAYS

Yardmasters shall be paid at the rate of time and one-half for all service performed on Sundays and on the following holidays: New

Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided that when any of the above holidays fall on Sunday, the day observed by the State, Nation or by Proclamation shall be considered a holiday), and on any other holidays established by State or Nation.

REST DAYS

Yardmasters who are regularly assigned, shall be granted one (1) rest day per week without loss of pay.

In case of emergency, and at the request of the company, rest days may be accumulated for a period not to exceed one (1) month.

In the event Yardmasters are required to work on their regular rest days, they shall be paid a minimum day at one and one-half (1½) times the daily rate in addition to their regular day.

STARTING TIME

(a) Yardmasters shall each have a fixed starting time, and the starting time of a yardmaster will not be changed without at least 48 hours' advance notice.

(b) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work shall be between 6:30 a. m. and 8:00 a. m.; second, 2:30 p. m. and 4:00 p. m.; and the third, 10:30 p. m. and 12:00 midnight.

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

(d) Where two shifts are worked not in continuous service, the time for the first shift to begin work shall be between the hours of 6:30 a. m. and 10:00 a. m. and the second not later than 10:30 p. m.

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

POINT FOR COMING ON AND GOING OFF DUTY

Each regularly assigned Yardmaster will report for duty and be relieved from duty at the same point. This point shall be established by agreement.

QUALIFYING, ATTENDING INVESTIGATIONS, ETC.

Yardmasters, when required to attend investigations, classes of instructions or examinations, report for physical examination, including exercise of seniority, in order to meet requirements of the carrier, shall be paid on the following basis:

(a) Actual time consumed, but in no case less than time lost had the yardmaster followed his turn, and, in addition, any deadheading and legitimate expense;

(b) When no time is lost, actual time with not less than a minimum day at the rate applicable to last service performed, and, in addition, any deadheading and legitimate expense.

ATTENDING COURT

Yardmasters, when required to attend court, coroner's inquest, interrogation by claim agent or lawyer representing the railroad shall be allowed actual time with a minimum of one (1) day at the rate of the

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last service performed for each day so engaged, and, in addition, shall be paid for deadheading and expenses.

On each day time is lost, yardmasters shall be allowed not less than the amount they would have earned if they had worked.

SICK LEAVE

Yardmasters shall be granted sick leave with pay annually, as follows:

1 to 5 years service—7 days at the basic rate of pay for the service last performed;

5 to 15 years service—14 days at the basic rate of pay for the service last performed;

15 to 20 years service—21 days at the basic rate of pay for the service last performed;

20 years service or over—30 days at the basic rate of pay for the service last performed.

In the event all or part of sick leave is not absorbed, time shall accumulate from year to year.

SAVING CLAUSE

Existing rules, considered more favorable by committees on each individual road, are preserved.

DINING CAR STEWARDS

ARTICLE 1

SCOPE

The rules herein set forth shall govern wages and working conditions of Dining Car Stewards.

ARTICLE 2

DINING CAR STEWARDS

Section 1. The title "DINING CAR STEWARD" shall be applied to all employees who are in charge of dining cars or each unit thereof in train service.

DINING CARS

Section 2. The term "DINING CAR" shall be applied to all cars used for the purpose of preparing and/or serving of food for sale.

SERVICE MILES

Section 3. The term "SERVICE MILES" shall be applied to all miles accumulated between the hours of 5:00 A. M. and 9:00 P. M.

TERMINAL TIME

Section 4. The term "TERMINAL TIME" shall be applied to all time on duty at terminals, set-out or turning points, prior to or after completing round trip, and at all other points where unscheduled stops occur.

REST PERIOD

Section 5. The term "REST PERIOD" shall be applied to the hour between 9:00 P. M. and 5:00 A. M.

ARTICLE 3

RATES OF PAY

Section 1. Per mile: .0351; Per Day: \$8.60; Per Month: \$228.15; Month's Work: 6,500 miles or less.

That effective August 1, 1945, all of the above wage rates shall be increased twenty-five (25) per cent with a minimum money increase of \$2.50 on the minimum day. The same percentage of increase applied to the basic day shall be applied to all arbitraries, miscellaneous rates, special allowances and to daily and monthly guarantees.

BASIC DAY

Section 2. Two hundred and forty-five (245) service miles or less, seven (7) hours or less, shall constitute a basic day.

STRAIGHTAWAY RUNS

Section 3. On straightaway runs service miles and terminal time shall be computed as continuous on each calendar day (5:00 A. M. to 9:00 P. M.) from the time required to report for duty until released from duty, and as otherwise provided for in this agreement.

TURNAROUND RUNS

Section 4. In turnaround assignments service miles and terminal time shall be computed as continuous from the time required to report for duty at the initial terminal until finally released at the initial terminal.

TERMINAL TIME

Section 5. Terminal time shall be paid for on the minute basis at an hourly rate based on a speed of thirty-five (35) miles per hour.

OVERTIME

Section 6. All service miles and terminal time (computed into miles) accumulated in excess of 6,500 miles during any calendar month shall be considered overtime, and shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the pro rata rates.

Section 7. All service miles and terminal time (computed into miles) accumulated in excess of the established daily or monthly mileage of a regular assignment shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the pro rata rates.

DEPARTURE DURING REST PERIODS

Section 8. Stewards required to report for their runs between the hours of 9:00 P. M. and 5:00 A. M. shall be paid for actual time held, with a minimum of three (3) hours.

ARRIVAL DURING REST PERIODS

Section 9. On all assignments which terminate between the hours of 9:00 P. M. and 5:00 A. M. at any point, miles and hours shall be computed as continuous until arrival at such points.

FINAL RELEASE

Section 10. Stewards shall be allowed time after arrival at all points until actually released from all duties and responsibilities.

SUNDAYS AND LEGAL HOLIDAYS

Section 11. Stewards shall be paid at the rate of time and one-half for all service performed on Sundays and on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided that when any of the above holidays falls on Sunday, the day observed by the State, Nation or by Proclamation shall be considered a holiday), and on any other holidays established by State or Nation.

ARTICLE 4

MONTHLY GUARANTEE

Section 1. Six thousand five hundred (6,500) miles or less shall constitute the monthly guarantee for all regular assignments. This guarantee shall include all service miles of a regular assignment and all terminal time (computed into miles) on duty in connection with such regular assignment. If constructive mileage is paid to make up the monthly minimum and more than one steward shall have performed service on the same assignment, each steward shall be paid his ratio of the constructive miles.

DETACHED FROM REGULAR ASSIGNMENT

Section 2. When a steward is held from his regular assignment by the Company, he shall be allowed not less than the earnings of his regular assignment, nor shall he suffer loss of his regular lay-over days at home or away from home points. If required to work on such layover days, he shall be paid overtime in accordance with Article 3, section 7.

DEADHEADING

Section 3. All time for deadheading shall be computed on the same basis as for regular service for all stewards.

CALLS

Section 4. All stewards, called or required to report in person or otherwise, or required to hold themselves available for call during layover periods at home terminals or away from home points, shall be paid for on the minute basis for actual time, with a minimum of four (4) hours, at the following rates: for all regularly assigned stewards, overtime rates, Article 3, Section 7; for all extra stewards, pro rata rates.

STOCKING CARS

Section 5. Stewards required to perform service, such as stocking, transferring, stripping, or checking cars, shall be paid for actual time, at the pro rata hourly rate, with a minimum of four (4) hours, except as otherwise provided for in this agreement.

Section 6. Rates of pay, as set out in Section 5 of this Article, shall apply whether such service is performed in connection with regular assignments, special or extra movements.

DELAYED TRAINS

Section 7. When trains arrive behind the time scheduled to arrive at any terminal, set-out, or turning point, where stewards are released from duty, stewards shall be compensated for all such time on the minute basis at the overtime rate.

BROKEN REST PERIODS

Section 8. Stewards required to remain on duty any part of their rest period (9:00 P. M. to 5:00 A. M.) shall be paid overtime in accordance with Article 3, section 7, on the mileage basis, with a minimum of one (1) hour.

EXTRA SERVICE

Section 9. Compensation for stewards on duty on extra diners in regular trains, or diners in extra sections of regular trains, shall be computed in the same manner as for service on regular assignments.

Section 10. Compensation for stewards on special trains shall be computed in the same manner as for stewards on regular assignments. Stewards shall be furnished time schedules.

Section 11. Stewards held at other than home terminals shall be paid for all time in excess of twelve (12) hours in each twenty-four (24) hour period, at the straight time rate.

TIME NOT ALLOWED

Section 12. When time is not allowed, steward making the claim shall be notified in writing with reason therefor within five (5) days after claim is made. Copy of such notice shall be furnished by carrier to the Local Chairman.

PAYROLL DEDUCTIONS

Section 13. An itemized statement of all payroll deductions for the current month shall be furnished to all stewards on a separate stub or statement.

ARTICLE 5

DETAILS OF ASSIGNMENT

Section 1. Details of all regular assignments, such as service mileage, earnings, length of layover periods at home terminal and all other points, shall be established by conference and agreement. All such details shall be shown in bulletins at the time assignments are posted for bid.

TERMINALS

Section 2. Terminals, set-out, and turning points for all regular assignments shall be established by, and may be changed only, through conference and agreement.

LENGTH OF REGULAR RUNS

Section 3. Regular assignments shall not require stewards to be away from home terminals for more than three (3) consecutive nights, except when agreed upon by management and steward representatives.

INTERLINE RUNS

Section 4. No interline dining car service shall be operated by another railroad or dining car company over this railroad, or by this railroad over another railroad until agreement is reached between this company and representatives of the stewards covered by this agreement in order to protect the proportionate service rights of the stewards under this agreement on a basis of mileage operation of the railroads affected by such interline runs.

INTERDISTRICT RUNS

Section 5. Where dining cars are run over more than one seniority district, the number of stewards assigned to such runs shall be fairly divided between the districts affected.

EXTRA BOARDS

Section 6. An extra board shall be provided on each seniority district to provide relief for all regularly assigned stewards, and to protect all special and extra service. A sufficient number of extra stewards shall be maintained to fully protect the service.

REDUCING EXTRA BOARD

Section 7. Extra board shall be cut upon petition of a majority of the extra stewards presented to the Local Chairman. Petition must show proof that the average mileage per steward on the extra board is less than two-thirds (2/3) of the guarantee mileage for regularly assigned stewards.

REGULAR STEWARDS IN EXTRA SERVICE

Section 8. Regularly assigned stewards shall not be used to perform extra or special service until extra boards have been exhausted.

FIRST-IN FIRST-OUT

Section 9. All regularly assigned stewards shall be run first-in, first-out on their respective assignments. When necessary to use regularly assigned steward in special or extra service, steward first in shall be used.

RUNAROUND

Section 10. All extra stewards shall be run first-in, first-out at all times. Extra steward first-out, and not used in his turn, shall be considered as having been run around, and shall be paid a basic day and shall stand first-out.

HOTEL ACCOMMODATIONS

Section 11. Proper hotel accommodations with bath shall be provided without cost for all stewards at all points, other than home terminal, where stewards are required to lay over for a period of four (4) hours or more between arrival time and next reporting time.

TRAVEL ACCOMMODATIONS

Section 12. When traveling, lower Pullman berth or better shall be furnished without cost to all stewards. This rule shall apply whether stewards are in service or deadheading. This accommodation shall be

regularly assigned to the stewards and shall be available during the entire rest period (9:00 P. M. to 5:00 A. M.).

Section 13. Diners deadheading shall be placed in a train so as to make toilet facilities available.

FAILURE TO PROVIDE ACCOMMODATIONS

Section 14. In the event that travel accommodations as set out in section 12 of this Article are not provided, stewards shall be paid for their rest period (9:00 P. M. to 5:00 A. M.) at overtime hourly rate (1½ terminal time).

MEALS

Section 15. All meals shall be furnished free of charge to all stewards while on duty whether in service or deadheading.

Section 16. Stewards shall be re-imbursed for all meal expenses incurred under the following circumstances:

- (a) When headheading without diner in the business of the Company;
- (b) When held for special or extra service at points other than home terminal;
- (c) When held in excess of regular layover at other than home terminal on all regular assignments.

ARTICLE 6

DUTIES OF DINING CAR STEWARDS

Section 1. Duties and responsibilities of Dining Car Stewards shall be confined to the supervision of the preparation and serving of food, and the sale of refreshments, cigars and cigarettes stock in dining cars. Dining Car Stewards shall not be required to conduct or supervise the sale of candies, magazines, pillows, soft drinks, or similar articles in coaches, chair cars, sleeping cars, club cars or lounge cars.

ASSIGNMENT OF ADDITIONAL STEWARDS

Section 2. All dining cars, seating forty-four (44) or more persons shall require the services of an additional steward at all times.

APPROVAL OF APPLICATION

Section 3. The application of a steward entering the service shall be approved or rejected within sixty (60) days. When applicant is not notified to the contrary within the time stated, it shall be understood that the application is approved.

STEWARD TRANSFERRING FROM OTHER BRANCHES

Section 4. Employees transferring from other branches of the service, or from another class of employees, shall not be permitted to hold seniority rights on any other seniority rosters except the seniority rosters provided for in this agreement.

UNIFORMS

Section 5. Where the company requires the stewards to wear special uniforms other than ordinary business suits, the company shall provide and maintain such uniforms without cost to the stewards.

MACHINES FURNISHED

Section 6. Typewriters, adding machines and other necessary equipment devices shall be furnished and maintained by the company without cost where the duties of the stewards require their use.

TRANSPORTATION PRIVILEGES

Section 7. Dining Car Stewards covered by this agreement and their dependents shall be given the same consideration in the granting of free transportation as is granted other train service employees of the company.

Section 8. Dining Car Stewards changing terminals shall, upon request, be furnished transportation for their families and household goods.

ATTENDING COURT

Section 9. Dining Car Stewards required to attend court or required to give similar service on behalf of the company shall be paid for actual time lost and all expenses, and shall be furnished necessary transportation. On days no time is lost, they shall be paid eight (8) hours at the pro rata hourly rate for each day so used, plus expenses.

SICK LEAVE

Section 10. Stewards shall be granted sick leave with pay annually, as follows:

1 to 5 years service—7 days at the basic rate of pay for the service last performed;

5 to 15 years service—14 days at the basic rate of pay for the service last performed;

15 to 20 years service—21 days at the basic rate of pay for the service last performed;

20 years service or over—30 days at the basic rate of pay for the service last performed.

In the event all or part of sick leave is not absorbed, time shall accumulate from year to year.

ARTICLE 8

INVESTIGATION AND DISCIPLINE

Section 1. No employee covered by this agreement shall be disciplined or dismissed from the service without a fair and impartial hearing conducted by a designated officer of the Company.

Section 2. An employee, charged with an offense, shall be notified in writing within seven days from the date the alleged offense occurred, such notice to contain a clear and full statement of the alleged offense, together with the time and place the investigation is to be held. If the complaint is made in writing, copy of written complaint shall be furnished to the accused. Investigation shall be held within five (5) days from the date the employee receives such notice, and decision shall be rendered within three (3) days after investigation has been concluded. If investigation is not held within the time specified no further investigation or action will be taken on the

charges, except when the investigation is delayed at the request of the employee or his chosen representatives.

Section 3. An employee shall have the right to be present with representatives of his choice, he also has the right to have present such witnesses as he may desire to give testimony. Witness will be examined separately, but in the event of conflicting testimony those whose evidence conflicts will be examined together. All persons whose charges are responsible for the investigation shall be present. It shall be the responsibility of the Company to have all material witnesses present at the hearing and investigation.

Section 4. If the decision is not acceptable to the accused, appeal may be taken in regular order of succession up to and including the highest officer of the Company delegated to handle such matters.

Section 5. If the employee is found innocent, his record will be cleared of the charge. If suspended from the service, he will be reinstated, his seniority rights unimpaired, and will be paid for all time lost while held out of service.

Section 6. A complete transcript of the testimony will be furnished to General and Local Chairmen.

Section 7. An employee who considers himself unjustly treated shall have the same right of hearing and appeal as provided for in this Article, if request is made within ten (10) days after the cause of the complaint.

The foregoing rules as amended are standard and will be recognized as such by committees unless in their opinion individual schedules contain rules more favorable to Stewards on their property, and with the understanding that additions may be made to such rules as may be thought necessary by committees for the protection of the Stewards. This agreement supersedes all previous agreements except as provided in above paragraph. It shall take effect August 1, 1945, and shall remain in effect until changed by agreement after thirty days' written notice of either party to the other of desire to change.

The carriers' counter proposals submitted to the general committees of the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen follow.

1. STARTING TIME OF YARD CREWS

(a) Yard crews may be started at any time. Each regularly assigned yard crew shall have a fixed starting time which will not be changed without at least twenty-four (24) hours advance notice.

(b) Transfer crews may be started at any time. The starting time of such crews may be changed without advance notice.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

2. ROAD CREWS PERFORMING SWITCHING AT INITIAL TERMINAL, INTERMEDIATE YARDS AND FINAL TERMINAL

(a) Where and When Yard Crews are on Duty:

Road crews in any class of service may be called upon to make up their train at the initial terminal (including setting out of "no-bills" and disabled cars); to set out and pick up cars in connection with their own train or do switching at intermediate yards; and to dispose of the cars in their train at the final terminal as directed. Crews in way freight, mixed train, mine run, beet run, transfer, work train or other miscellaneous service may be required to switch any cars as directed. When such work is performed by road crews it will be a part of their road day or trip.

Neither roadmen nor yardmen may claim pay under yard regulations when such work is performed by road crews.

(b) In All Other Cases:

Where and when yard crews are not on duty road crews in any class of service may be required to do any and all switching as a part of their road day or trip.

Neither road men nor yardmen may claim pay under yard regulations when such work is performed by road crews.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

3. HANDLING FREIGHT IN PASSENGER TRAINS

(a) Except as provided in paragraph (c), when a train handling passengers, milk, mail or express is composed entirely of passenger train cars and other cars equipped with "high speed betterments" crews will be paid at passenger rates regardless of the class of commodity loaded therein.

(b) Except as provided in paragraph (c), when a train handling passengers, milk, mail or express is composed of passenger train cars and other cars, one or more of which cars are not equipped with "high speed betterments", crew will be allowed in addition to the passenger mileage rate the difference between the passenger mileage rate and the through freight mileage rate for the distance such cars not so equipped are hauled in their train.

(c) When L.C.L. freight is carried in cars hauled in trains handling passengers, milk, mail or express, such members and only such members of the crew who are required to load or unload L.C.L. freight will be paid in addition to the passenger mileage rate the difference between the passenger mileage rate and the local freight mileage rate over the portion of the trip where L.C.L. freight is loaded and/or unloaded and will be paid for the remaining portion of the trip under paragraph (a) or (b), as the case may be. Non-revenue shipments, company material and supplies are not "freight" as covered by this paragraph.

NOTE: A car shall be deemed to have "high speed betterments" when it is equipped with trucks, steel wheels, signal and steam lines, permitting it to be moved at passenger train rates of speed.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

4. TIME LIMIT ON CLAIMS

All claims and grievances under existing agreements not made in writing within thirty (30) days from date of the occurrence on which claim or grievance is based are barred and will be deemed to have been abandoned. Claims and grievances made within thirty (30) days from date of the occurrence and disallowed are barred and will be deemed to have been abandoned unless appeal is taken to the proper officer within thirty (30) days from the date of notice disallowing the claim.

Initial decision and decision by each officer in the course of appeal shall be made in writing within sixty (60) days from the date claim or grievance is received by him or within thirty (30) days from the date conference is concluded if conference is had thereon. Appeal from any decision shall be made in writing within thirty (30) days from the date of decision appealed, or the claim or grievance shall be barred and will be deemed to have been abandoned.

Decision by the highest officer designated to handle disputes shall be final and binding unless within sixty (60) days after written notice of such decision the said officer is notified in writing that his decision is not accepted.

All claims or grievances involved in such decision shall be barred and deemed to have been abandoned unless within six (6) months from date of said officer's decision proceedings are instituted before a tribunal of competent jurisdiction established by law or agreement to secure a determination or adjudication of the rights of the parties. All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

5. REDUCTION IN CREWS—PASSENGER SERVICE

All rules or practices now in effect, however established, which prohibit reductions in crews or increases in mileage in passenger service, are eliminated.

Runs may be rearranged, extended, segregated, or divided. Schedule rules containing provisions regarding the maintenance of established home terminals, which would prevent rearrangements, extensions, segregations or divisions of runs, are modified accordingly.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

6. SELF-PROPELLED ROADWAY AND SHOP EQUIPMENT AND MACHINES

(a) Engineers, Firemen, Conductors, Trainmen and Yardmen shall have no claim to man self-propelled roadway and shop equipment and machines used in Maintenance of Way and Structures, Maintenance of Equipment, Stores Department, and construction work, such as (this enumeration being by way of illustration and not by way of limitation) locomotive cranes, ditchers, clamshells, pile drivers, scarifiers, wrecking derricks, weed burners, rail detector cars, and other self-propelled roadway and shop equipment or machines, whether operated on tracks or otherwise. Such roadway and shop equipment and machines will not be used to perform switching or handling of empty or loaded cars other than those which must be handled or moved in order to perform the service or to do the work to be done by such roadway and shop equipment and machines in the Maintenance of Way and Structures, Maintenance of Equipment, Stores Department, and construction work.

(b) The Management shall be the sole judge as to the need of a train service employee, or employees, with such roadway and shop equipment and machines. If, in the judgment of the Management, a train service employee is necessary, he will be drawn from the ranks of conductors of the seniority district where the movement is to be made, except that if it is known in advance that the service is to be exclusively within switching limits, a yard engine foreman (yard conductor), if available, instead of a road conductor, will be used. When a road conductor is used, he will be paid only the rates and under the rules applicable to work-train service. When a yard engine foreman (yard conductor) is used, he will be paid only the yard engine foreman's rate. If and when deemed necessary by the Management, one or more trainmen, drawn from the ranks of trainmen in the seniority district where the movement is to be made, may be used, and such trainman, or trainmen, shall be paid only the rates and under the rules applicable to work-train service. In all such cases, time of the road conductor (and trainman or trainmen if any) or the yard engine foreman (yard conductor) for each day service is performed, shall be computed from the time he or they are required to report for duty until relieved from duty at the point tied up.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however estab-

lished, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

7. CONSIST OF CREWS

The Management shall be the judge as to the number of employees that will constitute a crew in any class of service.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

8. DESIGNATION OF SWITCHING LIMITS

Switching limits may be designated from time to time by the Management as it deems necessary.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

9. MOTOR CARS

(a) Engineers, Firemen, Conductors, Trainmen and Yardmen shall have no claim to man either inspection motor cars used by company officials, or motor cars operated with or without trailer cars and used by telegraph, telephone, or company forces, in the performance of maintenance and/or inspection work.

(b) The Management shall be the judge as to the need for a train service employee with such motor cars. Time of any such employee used will be computed each day from time required to report for duty until relieved from duty at the point tied up.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

10. COMPUTATION OF TIME PAYMENTS

Engineers and Firemen—Helpers:

Compensation in all classes of service shall be computed on single time basis from time required to report for duty until engine is placed on designated track or engineer or fireman-helper is relieved regardless of different classes of service performed during course of trip or day's work.

Time tied up under tie-up rules and time released under short turn-around passenger rule to be deducted in computing the on duty period.

Conductors and Brakemen:

Compensation in all classes of service shall be computed on single time basis from time required to report for duty until conductor or brakemen is relieved from duty regardless of different classes of service performed during course of trip or day's work.

Time tied up under tie-up rules and time released under short turn-around passenger rule to be deducted in computing the on duty period.

Yardmen:

Compensation in all classes of service shall be computed on single time basis from time required to report for duty until yardman is relieved from duty.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

11. ENGINE CREWS HANDLING THEIR ENGINES BETWEEN STATIONS OR YARDS AND ROUNDHOUSE

All rules or practices now in effect, however established, which limit or restrict the use of engine crews in any class of service from handling their engines between passenger station, yard, and engine-house or other designated point as a part of their trip or tour of duty shall be eliminated. There shall be no basis for claims for hostlers or other employees for pay as a result of such handling by engine crews, or the performance of any duties in connection with such handling or movements.

All rules, practices or interpretations, however established, which require that trainmen, yardmen, herders, or pilots accompany hostlers or engine crews in connection with light engine movements between shops, roundhouses or other locations and train yards or passenger stations shall be eliminated and there shall be no basis for claims by trainmen, yardmen, herders, pilots or other employees because of the performance of such service by engine crews or hostlers.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

12. WORK ON SUCCEEDING SHIFT AND WORK BY ONE OR MORE MEMBERS OF A CREW

(a) A member working on a next succeeding shift because of some member of such shift not showing up for some reason or another will be paid on the minute basis for the actual time so worked. When the regular man reports and is permitted to relieve the man working through, the regular man will be paid on the minute basis only for the time actually worked.

(b) The use of one or more members of a crew to work with another crew, or the use of one or more members of a crew to line up switches for, or give signals to, road or transfer trains or yard crews, or to work as pilot, herder, or otherwise, shall be permissible, and all claims growing out of such use of employees are barred.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

13. COUPLING AND UNCOUPLING AIR HOSE AND MAKING AIR TESTS

If a carman though employed and on duty is not immediately available at the exact point or location within the territory where yardmen may work without penalty where coupling or uncoupling of air hose and making necessary air tests is required, or where carman is not employed, or is not on duty at the time and at the exact point or location, the use of trainmen and/or yardmen to couple or uncouple air hose and make necessary air tests without additional compensation is permissible, and all claims growing out of such use of trainman or yardman are barred.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

14. RELEASING AIR BRAKES ON CARS ("BLEEDING CARS") PRIOR TO SWITCHING

The releasing of air brakes on cars prior to switching, commonly known as "bleeding cars", may be required of or performed by any

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available employee, including trainmen or yardmen, without additional payment to anyone.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

15. CREW UNIT RULE—ROAD TRAIN SERVICE

In all classes of road train service the time of each employee will commence at the time he is required to report for duty and does so report and continues until he is relieved from duty.

Any schedule rules, practices, or customs to the contrary dealing with the reporting and relieving time and pay of crew members on other than an individual basis, are eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

16. GUARANTEES—PASSENGER TRAIN SERVICE—APPLYING OVERTIME THERETO

All schedule rules relating to monthly or daily guarantees in passenger train service, which, through the words "exclusive of overtime" or by other language or means, prohibit overtime payments from being utilized with earnings from other sources to make up monthly or daily guarantees, are eliminated.

17. LIMITATION OF RUNAROUND PAYMENT

Add the following provisions to existing rule:

If under this rule payment for runaround is incurred it will be allowed only to the man or crew standing first out at the time of the run-around.

No runaround payment shall accrue to or in connection with any crew called in turn but which does not leave the terminal in such turn.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

18. DEFINITION OF PHRASE IN HELD-AWAY-FROM-HOME-TERMINAL RULE

Add following provision to existing held-away-from-home-terminal rule:

The words "the regular rate per hour paid them for the last service performed" mean, in the case of engineers, firemen, conductors, and trainmen in unassigned passenger service, one-eighth of the applicable passenger per day rate.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

19. FLAGGING IN CONNECTION WITH MAINTENANCE OF WAY AND CONSTRUCTION JOBS

The use of trainmen or yardmen for flagging in connection with maintenance of way or construction work is within the discretion of Management, and there shall be no basis for claims account non-use of trainmen or yardmen.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

20. PAY FOR "TIME LOST" TO BE REDUCED BY OTHER EARNINGS

Where payments are made for "time lost" for any reason, any earnings made in other employment during time out of service shall be deducted from amount due.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

21. INTERDIVISIONAL RUNS

Interdivisional runs, both passenger and freight, may be established at the discretion of Management. When so established crew assignments shall be so arranged as to equate mileage equitably as between men from respective seniority districts over which each such interdivisional run is operated, and there shall be no restrictions or limitations upon the traffic or cars handled by trains in such runs.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

22. ELIMINATION OF TRAIN AND TONNAGE LIMIT RULES AND DOUBLE PAY OR OTHER ADDITIONAL COMPENSATION RULES IN CONNECTION THEREWITH

All rules, regulations or practices, however established, which limit the length of a train, specify the number of employees, limit the number of locomotives or cars or the amount of tonnage that may be handled in one train or which provide extra compensation for members of the crew by reason of the number of locomotives or cars or amount of tonnage handled in such trains, will be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

23. ELIMINATION OF PAYMENTS ACCOUNT DEADHEADING DUE TO EXERCISE OF SENIORITY, ETC.

(a) Employees will not be paid for deadheading in connection with or by reason of—

- (1) the exercise of seniority by themselves or other employees,
- (2) relieving employees who are off duty for any reason,
- (3) attending court, coroner's inquests or similar hearings.

(b) Employees will not be paid for—

- (1) visiting company doctor,
- (2) attending rules or promotion examinations or instruction classes,
- (3) attending investigations or hearings, or
- (4) learning or qualifying on the characteristics of the road of their own seniority district or of seniority districts other than their own, or qualifying for service under any circumstances when occasioned by or through the exercise of seniority.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

24. WORK THAT MAY BE PERFORMED BY YARDMASTERS AND OTHER SUPERVISORY OFFICERS OR EMPLOYEES

All rules, customs or practices, however established, which restrict work that may be performed by yardmasters and other supervisory officers or employees, shall be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

25. PROMOTION TO YARDMASTERS' POSITIONS

All rules, interpretations, customs or practices, however established, which provide that yardmen shall have exclusive or preferential right to promotion to positions as yardmaster or assistant yardmaster, shall be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

26. ELIMINATION OF AUTOMATIC RELEASE RULE

All rules, customs or practices, however established, that provide for automatic release of crews upon arrival at terminal or end of run, or when run off assigned territory, shall be eliminated.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

27. ELIMINATION OF RESTRICTIONS IN SHORT TURNAROUND FREIGHT RULE

Crews in assigned, pool or irregular freight service may be assigned or called on a straight-away or turnaround basis where the straight-away miles from the initial starting point to the turnaround point is less than 100. If such crews in pool or irregular freight service are tied up at a turnaround point, except when tied up under the Hours of Service Law, they will be paid a minimum of 100 miles or eight (8) hours from the initial point to the tie-up point and in the same manner from the tie-up point when put on duty back to the initial point. If run on a continuous time basis from the initial point to the turning point and back to the initial point, they will be paid miles or hours, whichever is greater, on a continuous time basis.

Crews in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and they will be paid actual miles with a minimum of 100 miles for a day providing that they shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours or having made 100 miles or more except as a new day subject to the first in, first out rule or practice.

Crews in pool or irregular freight service may be called to make short trips and turnarounds preceding or following a trip straight-away over a division or assigned district on a continuous time basis with the understanding that the miles of such turnaround trips do not exceed 99 and with the understanding that they shall not be required to begin work on a succeeding trip out of the terminal after having been on duty eight (8) consecutive hours except as a new day subject to the first in, first out rule or practice.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

28. OPERATION OF EXTRA OR ADDITIONAL SECTIONS—
PASSENGER SERVICE

Where additional sections of regular scheduled passenger trains or extra passenger trains are operated, manned by extra passenger conductors and trainmen, or by regularly assigned passenger crews, they may be required to cover the same territory and under the same conditions as the crews regularly assigned to operate in the territory over which such additional sections or extra trains are operated.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

29. RIGHT TO ESTABLISH AND ELIMINATE YARD ENGINE SERVICE

The Management has the exclusive right to establish or abolish yard service or yard assignments as in its opinion the necessities of the business require.

All rules, regulations, interpretations or practices, however established, which conflict with the above shall be eliminated.

Where a rule, regulation, interpretation or practice, however established, more favorable to this carrier exists, such rule, regulation, interpretation, or practice may be retained.

Where no rule, regulation or interpretation as to the above proposal exists on this carrier, the fact that the subject matter is included in this uniform proposal is not to be construed as an admission to the contrary.

Fraternally yours,

A. JOHNSTON

Grand Chief Engineer, B. of L. E.

A. F. WHITNEY

President, B. of R. T.

B. of L. E. Wage Committee:

D. I. MINICHAN

WM. R. HAMM

C. H. ATKINS

R. E. DAVIDSON

B. of R. T. Wage Committee:

J. G. AMERSON

M. F. MORAN

C. E. UMBENHOWER

H. K. GELZER

CHARLES DECKER

BALLOT

I have carefully read the printed statement accompanying this BALLOT, which statement has been retained by me, said statement being a communication dated February 1, 1946, addressed "To All Officers and Members of the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen and Other Employees of the Classes Represented by These Organizations on Railroads in the United States," signed by A. Johnson, Grand Chief Engineer, Brotherhood of Locomotive Engineers, and A. F. Whitney, President, Brotherhood of Railroad Trainmen, and setting forth a report on negotiations by and between representatives of the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen and representatives of railroad managements, pertaining to demands for increases in rates of pay and changes in working rules in the railroad industry, and including the texts of the proposals of the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen and the counter proposals of railroad managements.

Unless the issues described in said statement are adjusted on a basis satisfactory to the chief executive and the authorized wage committee of the organization of which I am a member as indicated hereon, I hereby vote a peaceful withdrawal from the service by the
(for or against)

members of my organization and others employed in my class of service on the railroad on which I am employed, my organization acting independently or in conjunction with other interested organizations; I hereby further stipulate that this BALLOT shall so authorize said representatives, acting singly or in conjunction with representatives of other interested organizations, whether said representatives withdraw a portion or all of said employees from the service on the railroad on which I am employed, or on any railroad, or in any railroad yard, or on the several railroads of the United States, in part or in whole, or the said employees in any railroad yard service in part or in whole, as may seem desirable and strategic by said representatives, and this BALLOT shall be construed as my power of attorney authorizing said representatives, working singly or jointly with others, to accept or agree upon a settlement of this dispute for me on such terms and conditions as may, in the judgment of said representatives, be deemed prudent and advisable. In consideration of the votes of others and the fact that this is a general movement, I hereby waive and renounce any and all rights or claims I may have to strike benefits in connection with this controversy.

It is understood and agreed that a railroad employee who is not a member of either the Brotherhood of Locomotive Engineers or the Brotherhood of Railroad Trainmen, on affixing his signature to an affirmative vote on this BALLOT, grants the authority above described to the chief executive and the wage committee of the above-named organization representing railroad employees engaged in the class of railroad service in which said non-member is employed.

Signature	Member—B. of L. E. Division No.
Occupation	Member—B. of R. T. Lodge No.
Railroad	Non-Member
	Address

APPENDIX B-1

For the Carriers:

H. E. Jones

For the Employees:

George B. Hooper, B. of L. E.

D. A. MacKenzie, B. R. T.

EASTERN RAILROADS

Eastern Railroads represented by the Eastern Carriers' Conference Committee in the concerted handling of the wage increase and rules proposals of the Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen, as contained in their notices dated on or about July 24, 1945, and rules proposals of the Carriers as contained in notices served upon the organizations on or about July 24, 1945.

[Authority is co-extensive with notices filed and with scope of Agreements
as to Classes of Employees.]

Railroads, Etc.	Engine, Train and Yard Service		Yard Masters	Dining Car Stewards	Miscel- laneous Classes
	B L E	B R T	B R T	B R T	
Akron & Barberton Belt Railroad Co.....		² X			
Akron, Canton & Youngstown R. R. Co.....	X	² X			
Ann Arbor Railroad Company.....	X	X			
Baltimore & Ohio Railroad Company.....	X	X		X	
Curtis Bay Railroad Company.....		² X			
Bessemer & Lake Erie Railroad Co.....		X			
Boston and Maine Railroad.....	X	X	X		
Brooklyn Eastern District Terminal.....	¹ X	² X			
Bush Terminal Railroad Company.....	X	² X			
Canadian National—Lines in N. E.— (Atlantic & St. Lawrence Railroad and Lewiston & Auburn Railroad).....	X	X			
United States & Canada Railroad.....	X	X			
Champlain & St. Lawrence Railroad.....	X	X			
St. Clair Tunnel Company.....	X	X			
Central Vermont Railway, Inc.....	X	X	X		
C. I. & L. Railway.....	X	X			
Chicago Union Station Company.....		² X			
Cincinnati Union Terminal Company.....	X	² X	X		
Delaware & Hudson Railroad Corp.....	X	X		X	
D. L. & W. Railroad Company.....	X	X		X	
D. T. & I. Railroad Company.....	X	² X			
Detroit Terminal Railroad Company.....	¹ X	X			
Erie Railroad Company.....	X	² X	X		
Grand Trunk Western Railroad Co.....	X	X	X	X	
Huntingdon & Brd. Top Mnt. R. R. & Coal Co.....	X	² X			
Indianapolis Union Railway Company.....	X				
Jay Street Connecting Railroad.....	¹ X	² X			
Lake Terminal Railroad Company.....		² X	X		
Lehigh & New England Railroad Company.....		X	X		
Lehigh Valley Railroad Company.....	X	X		X	³ X
McKeesport Connecting Railroad Co.....		² X			
Maine Central Railroad Company.....	X	X	X		
Portland Terminal Company.....	X	X	X		
Monongahela Railway Company.....	X	X			
Montour Railroad Company.....		² X			
N. Y. C. R. R. (Full Line Agreement).....				X	
Buffalo and East.....	X	X			
West of Buffalo.....	X	X			
Ohio Ctl. Div. (incl. K&M Dist.).....	X	X	X		⁴ X
Federal Valley.....		² X			
Michigan Central Railroad.....	X	X			
Canada Division.....	X	² X			
C. C. C. & St. L. Railway.....	X	X			⁴ X
Peoria & Eastern Railway.....	X	X			
L. & J. B. & R. R. Co.....	¹ X	² X			
Boston & Albany Railroad.....	X	X		X	
Indiana Harbor Belt Railroad.....	X	² X			⁴ X
Chicago River & Indiana Railroad.....	X	² X			
Chicago Junction Railway.....	X	² X			
Pittsburgh & Lake Erie Railroad.....	X	² X			
Lake Erie & Eastern Railroad.....	X	² X			
Cleveland Union Terminals.....	X	² X			
New York, Chicago & St. Louis R. R. Co.....	X	X			
New York Dock Railway Company.....	¹ X	² X			

See footnotes at end of table.

EASTERN RAILROADS (Continued)

Eastern Railroads represented by the Eastern Carriers' Conference Committee in the concerted handling of the wage increase and rules proposals of the Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen, as contained in their notices dated on or about July 24, 1945, and rules proposals of the Carriers as contained in notices served upon the organizations on or about July 24, 1945—Continued

[Authority is co-extensive with notices filed and with scope of Agreements as to Classes of Employees.]

Railroads, Etc.	Engine, Train and Yard Service		Yard Masters	Dining Car Stewards	Miscel- laneous Classes
	BLE	BRT	BRT	BRT	
N. Y. N. H. & H. Railroad Co. (T).....	X	² X	.....	X	.....
Pennsylvania Railroad Company.....	X	² X	.....	X	⁴ X
Long Island Rail Road Company.....	X	² X	.....	.....	⁷ X
Pennsylvania-Reading Seashore Lines.....	X	² X	.....	.....	.....
Pere Marquette Railway Company.....	X	⁸ X	.....	.....	.....
Fort Street Union Depot Company.....	X	² X	.....	.....	.....
Pitts. & West Virginia Railway Co.....	.....	² X	.....	.....	.....
P. C. & Y. Railway Company.....	¹ X	² X	.....	.....	.....
Reading Company.....	X	X	X	X	³⁰ X
River Terminal Railway Company.....	X	² X	.....	.....	.....
Staten Island Rapid Transit Railway.....	X	X	.....	.....	.....
Union Depot Company (Columbus).....	.....	X	.....	.....	.....
Union Freight Railroad Co. (Boston).....	.....	² X	.....	.....	.....
Washington Terminal Company.....	.....	² X	.....	.....	.....
Wheeling & Lake Erie Railway Co.....	X	X	.....	.....	.....
Lorain & West Virginia Rwy. Co.....	X	X	.....	.....	.....

(T) Trusteeship.

NOTES.

¹ Includes Firemen and/or Hostlers represented by the Brotherhood of Locomotive Engineers:

B.E.D.Trml. (Engineers and Hostlers only employed).
Detroit Terminal Railroad Co. (Includes Hostlers).
Jay St. Connecting R. R. (No Hostlers employed).
L. & J. B. & R. R. Co. (Includes Hostlers).
N. Y. Dock Railway (Engineers & Hostlers only employed).
P. C. & Y. Railway Co. (No Hostlers employed).

² Includes Conductors represented by the Brotherhood of Railroad Trainmen:

A. & B. B. R. R. Co.
A. C. & Y. R. R. Co.
B. E. D. Trml.
Bush Trml. R. R. Co.
Cin. Union Trml. Co.
Curtis Bay R. R. Co.
D. T. & I. R. R. Co.
Erie Railroad Co.
Ft. St. Un. Depot Co.
H. & B. T. M. R. R. & Coal Co.
Jay St. Conn. R. R.
Lake Trml. R. R. Co.
McKeesport Conn. R. R. Co.
Montour R. R. Co.
N. Y. C. System:
Federal Valley
Mi. Ctl. (Can. Div. Only)
L. & J. B. & R. R. Co.
I. H. B. R. R.
C. R. & I. R. R.
Chi. Junction Rwy.
P. & L. E. R. R.
L. E. & E. R. R.
Cleveland Un. Trmls.
New York Dock Rwy. Co.
N. Y., N. H. & H. R. R. Co.
Pennsylvania R. R. Co.
L. I. R. R. Co.
P.-R. S. S. L.

P. & W. Va. Rwy. Co.
P. C. & Y. Rwy. Co.
River Trml. Rwy. Co.
Un. Frt. R. R. Co. (Boston)
Washington Trml. Co.

³ Includes Car Riders (Car Droppers) represented by the Brotherhood of Railroad Trainmen:

Lehigh Valley Railroad Co.
Reading Company.

⁴ Includes Car Retarder Operators represented by the Brotherhood of Railroad Trainmen:

New York Central System:
Ohio Central Division
C. C. C. & St. L. Rwy.
Indiana Harbor Belt R. R.

⁵ Includes Train Directors, Telephone Operators (except switchboard operators), Telegraphers, Towermen, Levermen, Block Operators, Clerk-levermen and Clerk-operators represented by the Brotherhood of Railroad Trainmen:

Indiana Harbor Belt Railroad.

⁶ Includes Hump Motor Car Operators, Car Droppers and Car Retarder Operators represented by the Brotherhood of Railroad Trainmen:

Pennsylvania Railroad.

⁷ Includes Guards represented by the Brotherhood of Railroad Trainmen:

Long Island Rail Road.

⁸ Includes Road Conductors (Canada Division) represented by the Brotherhood of Railroad Trainmen:

Pere Marquette Railway.

⁹ Includes Hump Motor Car Operators, designated as "Chauffeurs" represented by the Brotherhood of Railroad Trainmen:

Reading Company.

APPENDIX B-2

WESTERN RAILROADS

List of carriers as represented by the Western Carriers' Conference Committee—1945, and their employees represented by the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen, as indicated by "X", in connection with notices for wage increase, and rules proposals, served by the organizations on or about July 24, 1945, and rules proposals of the carriers as contained in notices served upon the organizations on or about July 24, 1945.

[Authority is co-extensive with scope of agreements except where otherwise noted]

Carriers	B of L E	B of R T
T-Alton R. R.....	X	X
Atchison, Topeka & Santa Fe Ry.....	X	X
Gulf, Colorado & Santa Fe Ry.....	X	X
Pan Handle & Santa Fe Ry.....	X	X
Baltimore & Ohio Chicago Terminal R. R.....	X	X
Belt Railway Company of Chicago.....	X	1 X
Burlington-Rock Island R. R.....	X	X
Camas Prairie R. R.....	X	X
Chicago & Eastern Illinois R. R.....	X	2 X
Chicago & Illinois Midland Ry.....	X	X
Chicago & North Western Ry.....	X	3 X
Chicago & Western Indiana R. R.....	X	1 X
Chicago, Burlington & Quincy R. R.....	X	2 X
Chicago Great Western Ry.....	6 X	6 X
Chicago, Milwaukee, St. Paul & Pacific R. R.....	X	1 X
Chicago, Terre Haute & Southeastern Ry.....	X	1 X
T-Chicago, Rock Island & Pacific Ry.....	X	2 X
Chicago, St. Paul, Minneapolis & Omaha Ry.....	X	2 X
Colorado & Southern Ry.....	X	2 7 X
T-Denver & Rio Grande Western R. R.....	X	1 2 X
Denver & Salt Lake Ry.....	X	X
Duluth, Missabe & Iron Range Ry. (Iron Range Div.).....	X	9 X
Duluth, Missabe & Iron Range Ry. (Missabe Div.).....	X	9 10 X
Des Moines Union Ry.....	X	X
Duluth, Winnipeg & Pacific Ry.....	X	X
East St. Louis Junction R. R.....	X	11 X
Elgin, Joliet & Eastern Ry.....	X	1 X
Fort Worth & Denver City Ry.....	X	2 X
Wichita Valley Ry.....	X	X
Galveston, Houston & Henderson R. R.....	X	X
Great Northern Ry.....	X	3 X
Green Bay & Western R. R.....	X	11 X
Kewaunee, Green Bay & Western R. R.....	X	X
Ahnapee and Western Ry.....	X	X
Gulf Coast Lines—Comprising		
T- New Orleans, Texas & Mexico Ry.....	18 X	X
T- Beaumont, Sour Lake & Western Ry.....	X	X
T- Orange & Northwestern Ry.....	X	X
T- St. Louis, Brownsville & Mexico Ry.....	X	X
T- Iberia, St. Mary & Eastern Ry.....	X	
T- New Iberia & Northern R. R.....	X	
T- Houston & Brazos Valley Ry.....	X	8 X
T- San Antonio, Uvalde & Gulf R. R.....	X	1 X
T- Sugar Land Ry.....	X	8 X
T- Rio Grande City Ry.....	X	
T- Asherton & Gulf Ry.....	X	8 X
T- San Antonio Southern Ry.....	X	8 X
T- San Benito & Rio Grande Valley Ry.....	X	
T- Asphalt Belt Ry.....	X	X
T- Houston North Shore Ry.....	13 X	X
T- International-Great Northern R. R.....	X	18 X
Harbor Belt Line R. R.....	X	14 X
Houston Belt & Terminal Ry.....	15 X	1 X
#-Illinois Central R. R.....	X	2 X
Yazoo and Mississippi Valley R. R.....	X	X
Vicksburg, Shreveport & Pacific Ry.....	X	X
Alabama and Vicksburg Ry.....	X	X
Gulf and Ship Island R. R.....	X	X
Chicago and Illinois Western R. R.....	X	X
Kansas City Southern Ry.....	16 X	16 X
Kansas City Terminal Ry.....	X	X
Los Angeles Junction Ry.....	18 X	1 X
Louisiana & Arkansas Ry.....	X	X
Manufacturers Railway.....		X

See footnote at end of table.

WESTERN RAILROADS (Continued)

List of carriers as represented by the Western Carriers' Conference Committee—1945, and their employees represented by the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen, as indicated by "X", in connection with notices for wage increase, and rules proposals, served by the organizations on or about July 24, 1945, and rules proposals of the carriers as contained in notices served upon the organizations on or about July 24, 1945—Continued

[Authority is co-extensive with scope of agreements except where otherwise noted]

Carriers	B of L E	B of R T
Midland Valley R. R.....	X	¹ X
Kansas, Oklahoma & Gulf Ry.....	X	X
Oklahoma City-Ada-Atoka Ry.....	X	.....
Minneapolis & St. Louis Ry.....	X	X
Minneapolis, St. Paul & Sault Ste. Marie R. R.....	X	X
T- Duluth, South Shore & Atlantic Ry.....	X	X
T- Mineral Range R. R.....	X	X
Minnesota Transfer Ry.....	.....	X
Missouri-Kansas-Texas R. R.....	X	¹² X
Missouri-Kansas-Texas R. R. Co. of Texas.....	X	¹² X
T-Missouri Pacific R. R.....	X	² X
Missouri-Illinois R. R.....	.....	X
Northern Pacific Ry. (Includes former M&I and BF&IF Rys.).....	X	² X
Northern Pacific Terminal Co. of Oregon.....	X	X
Northwestern Pacific R. R.....	X	X
Ogden Union Railway & Depot Company.....	X	X
Oregon, California & Eastern Ry.....	X	.....
Peoria & Pekin Union Ry.....	.....	¹ X
Port Terminal Railroad Association.....	.....	¹ X
Pueblo Union Depot & Railroad Company.....	.....	¹⁷ X
St. Joseph Terminal R. R.....	.....	X
T-St. Louis-San Francisco Ry.....	X	X
St. Louis, San Francisco & Texas Ry.....	X	X
T-St. Louis Southwestern Ry.....	X	¹⁸ X
T- St. Louis Southwestern Ry. Co. of Texas.....	X	¹⁸ X
San Diego & Arizona Eastern Ry.....	X	^{2 18} X
Southern Pacific Co. (Pacific Lines)—Excluding Former El Paso & Southwestern System.....	¹⁹ X	^{*2} X
Sou. Pac. Co.—Former El Paso & Southwestern.....	X	X
Sou. Pac. Co.—Former Arizona Eastern.....	X	.....
South Omaha Terminal Ry.....	X	X
Spokane, Portland & Seattle Ry.....	X	² X
Oregon Trunk Ry.....	X	² X
Oregon Electric Ry.....	X	² X
Terminal Railroad Association of St. Louis.....	X	X
Texas and New Orleans R. R.....	X	^{12 8 20} X
Texas & Pacific Ry.....	X	¹² X
Ablene & Southern Ry.....	X	X
Weatherford, Mineral Wells & Northwestern Ry.....	X	X
Texas-New Mexico Ry.....	.....	X
Pecos Valley Southern Ry.....	.....	⁸ X
Texas Short Line Ry.....	X	X
Texas Mexican Railway.....	X	X
Texas Pacific-Missouri Pacific Ter. R. R. of N. O.....	X	¹ X
Union Pacific P. R.....	X	² X
Union Railway Company (Memphis).....	.....	¹ X
Union Terminal Company (Dallas).....	.....	¹ X
Wabash Railroad.....	X	^{2 21} X
Western Pacific R. R.....	X	² X

- NOTES: ¹ Includes Yardmasters.
² Includes Dining Car Stewards
³ Excludes Yard Foremen, Chicago Switching District.
⁴ Includes Car Retarder Operators.
⁵ Includes Tap Room Stewards.
⁶ Includes South St. Paul Terminal.
⁷ Includes Yardmaster at Denver, Colo.
⁸ Includes Conductors.
⁹ Includes Yardmasters, Switchtenders and Diamond Switchtenders.
¹⁰ Includes Conductors or Yard Foremen, Proctor-Duluth Terminal Territory.
¹¹ Includes Yard Conductors.
¹² Includes Hostlers.
¹³ Includes Firemen.
¹⁴ Covers Yardmasters Only

Footnote continued on next page.

- ¹⁵ Covers Firemen Only.
- ¹⁶ Applies also to the Arkansas Western Ry. insofar as that line is covered by the rules of the Kansas City Southern Agreements.
- ¹⁷ Covers Switchtenders Only.
- ¹⁸ Covers Yardmen Only.
- ¹⁹ Agreement covering Locomotive Engineers excludes former Arizona Eastern R. R. Co.-Phoenix District.
- ²⁰ Includes Bus and Truck Drivers (New Orleans Terminals).
- ²¹ Covers Conductors for lines east of Detroit (Buffalo Division).
- * Agreement covering Dining Car Stewards includes former El Paso & Southwestern System.
- # Authorization covering Illinois Central Railroad Company is subject to approval of the Federal Manager pursuant to Executive Order No. 9602.

T-Trusteeship—Subject to approval of court.

Chicago, February 7, 1946.

For the Carriers:
R. F. Welsh

For the Organizations:
George B. Hooper, B. of L. E.
D. A. MacKenzie, B. R. T.

APPENDIX B-3

SOUTHEASTERN RAILROADS

Which Have Authorized Their Representation, Limited as Hereinafter Stated, by the Southeastern Carriers' Conference Committee—1945 in the Matter of Proposals Submitted on or About July 24, 1945 on behalf of train and engine service employees, by the organizations mentioned below, for increase in rates of pay, for revision of certain existing rules, and for certain additional rules and by such railroads for revision and/or elimination of certain rules and practices, and for certain additional rules—

such authority being limited to other than, and does not extend to nor include, the matters of or relating to train length, doubleheading and helper service, as set forth in the proposals from the employees and identified therein as Items numbered 33 and 34 from the engineers and trainmen, and as to which Items 33 and 34, such Conference Committee holds no authority whatever.

(The authority of the Conference Committee is limited to employee groups covered by the scope of the current schedule-agreements on behalf of which such proposals were submitted and to which the carriers submitted their proposals.)

Railroads	Brotherhood of Locomotive Engineers	Brotherhood of Railroad Trainmen
Atlanta Birmingham & Coast.....	.....	V
Atlantic Coast Line.....	V	V
Atlanta & West Point.....	V	V
Western Railway of Alabama.....	V	V
Atlanta Joint Terminals.....	V	V
Central of Georgia (a).....	V	V
Charleston & Western Carolina.....	V	V
Chesapeake & Ohio (Incl. Hocking Div.).....	V	V
Clinchfield.....	V	V
Florida East Coast (a).....	.....	V (b)
Georgia.....	V	V
Gulf Mobile & Ohio.....	V	V
Jacksonville Terminal.....	.....	V
Kentucky & Indiana Terminal.....	.....	V
Louisville & Nashville.....	V	V
Nashville Chattanooga & St. Louis.....	.....	V
Norfolk & Portsmouth Belt Line.....	V	V
Norfolk & Western.....	V	V (c)
Richmond Fredericksburg & Potomac (d).....	V	V
Seaboard Air Line (a).....	V	V
Southern (e).....	V	V
Cincinnati New Orleans & Tex. Pac.....	V	V
Alabama Great Southern (f).....	V	V
New Orleans & Northeastern.....	V	V
Georgia Southern & Florida.....	.....	V
Harriman & Northeastern.....	V	V
Cincinnati Burnside & Cumb. River.....	V	V
New Orleans Terminal.....	V	V
St. Johns River Terminal.....	V	V
Virginian.....	.....	V
Winston-Salem Southbound.....	.....	V

- (a) Any settlement reached is subject to court approval before it becomes binding as to this carrier.
 (b) Excludes yardmasters.
 (c) Excludes dining car stewards.
 (d) Includes Potomac Yard.
 (e) Includes State University Railroad.
 (f) Includes Woodstock & Blocton Railway, and Belt Railway Company of Chattanooga.

A. J. Bler
For Railroads

Approved:
A. Johnston
For B. of L. E.

D. A. MacKenzie
For B. of R. T.

APPENDIX B-4

RAILROADS REPRESENTED BY THE AMERICAN SHORT LINE RAILROAD ASSOCIATION

Alabama, Tennessee & Northern Railroad Company	McCloud River Railroad Company
Algers, Winslow and Western Railway Company	Macon, Dublin & Savannah Railroad Company
Alton and Southern Railroad	Manistee and Northeastern Railway Company
Apalachicola Northern Railroad Company	Manufacturers' Junction Railway Company
Ashley, Drew & Northern Railway Company	Maryland and Pennsylvania Railroad Company
Atlanta & St. Andrews Bay Railway Company	Minneapolis, Northfield and Southern Railway
Atlantic and East Carolina Railway Company	Missouri & Arkansas Railway
Atlantic & Yadkin Railway Company	Monongahela Connecting Railroad Company
	Mount Hood Railroad Company
Barre and Chelsea Railroad Company	Newburgh and South Shore Railway Company
Blue Ridge Railway Company	New York, Ontario & Western Railway Company
Butte, Anaconda & Pacific Railway Company	
	New York, Susquehanna & Western R. R. Co. (Henry K. Norton, Trustee)
California Western Railroad & Navigation Company	Niagara Junction Railway Company
Canton Railroad Company	Norfolk Southern Railway Company
Carolina and Northwestern Railway Company	Northampton and Bath Railroad Company
Chattanooga Traction Company	Northeast Oklahoma Railroad Company
Chicago Short Line Railway Company	
Chicago South Shore and South Bend Railroad	Paris and Mt. Pleasant Railroad Company
Chicago West Pullman & Southern Railroad Company	Patapsco & Back Rivers Railroad Company
Copper Range Railroad Company	Philadelphia, Bethlehem and New England Railroad Company
Cornwall Railroad Company	Piedmont & Northern Railway Company
Cuyahoga Valley Railroad Company	Port Utilities Commission, Charleston, South Carolina
	Pullman Railroad Company
Danville and Western Railway Company	
Delray Connecting Railroad Company	Quanah, Acme & Pacific Railway Company
Des Moines & Central Iowa Railroad	
	Rapid City, Black Hills & Western Railroad Company
East Erie Commercial Railroad	Roscoe, Snyder & Pacific Railway Company
East Tennessee and Western North Carolina Railroad Company	
Escanaba and Lake Superior Railroad Company	St. Johnsbury & Lake Champlain Railroad Company
	Sand Springs Railway Company
Fonda, Johnstown and Gloversville Railroad Company	San Francisco & Napa Valley Railroad
Fore River Railroad Corporation	Savannah & Atlanta Railroad Company
Frankfort & Cincinnati Railroad Company	Sierra Railroad Company
	South Buffalo Railway Company
Gainesville Midland Railroad Company	Steelton & Highspire Railroad Company
Georgia & Florida Railroad (W. V. Griffin and H. W. Purvis, Receivers)	
	Tavares & Gulf Railroad
High Point, Randleman, Asheboro and Southern Railroad Company	Tennessee Railroad Company
	Tennessee, Alabama & Georgia Railway Company
Illinois Northern Railway	
	Waterloo, Cedar Falls & Northern Railroad Company
Lackawanna and Wyoming Valley Railroad Company	Wichita Falls & Southern Railroad Company
Lakeside and Marblehead Railroad Company	Willamina & Grand Ronde Railway
Live Oak, Perry & Gulf Railroad Company	
Longview, Portland & Northern Railway Company	Yadkin Railroad Company

APPENDIX B-5

RAILROADS NOT REPRESENTED BY CARRIERS' CONFERENCE COMMITTEES OR
AMERICAN SHORT LINE RAILROAD ASSOCIATION

Baltimore & Annapolis Railroad.
Beaver, Meade & Englewood Railroad.
Benwood & Wheeling Connecting Railway.
Berlin Mills Railway.
Birmingham Southern Railroad.¹
Boston Terminal Company.¹

California State Belt Railroad.
Campbell's Creek Railroad.
Central Railroad of New Jersey.
Chicago, Attica & Southern Railroad.
Chicago, Aurora & Elgin Railroad.
Chicago, North Shore & Milwaukee Railroad.
Colorado & Wyoming Railway.
Columbia, Newberry & Laurens Railroad.
Columbia Union Station.
Columbus & Greenville Railway.
Cowlitz, Chehaliz & Cascade Railway.
Cumberland & Pennsylvania Railroad.

Detroit & Mackinac Railway.
Donora Southern Railway.¹
Duluth, South Shore & Atlantic Railway.

East Broad Top Railroad & Coal Company.
East St. Louis Junction Railroad.

Fort Dodge, Des Moines & Southern Railway.

Hudson & Manhattan Railroad.

Illinois Terminal Railroad.
Interstate Railroad.¹

Jacksonville, Gainesville & Gulf Railway.²

Kansas City Connecting Railroad.
Kansas City, Kaw Valley Railroad.
Kelley's Creek & Northwestern Railroad.

Lake Champlain & Moriah Railroad.
Lake Superior & Ishpeming Railroad.
LaSalle & Bureau County Railroad.
Lehigh & Hudson River Railway.¹
Litchfield & Madison Railway.¹
Louisiana & Northwest Railroad.

Memphis Union Station.¹
Meridian & Bigbee River Railway Company.
Midland Terminal Railroad.
Minneapolis Eastern Railway.
Mississippi Central Railroad.
Monessen & Southwestern Railway.
Montpelier & Wells River Railroad.²
Mount Hood Railroad.¹

Nashville Terminal.
New Orleans & Lower Coast Railroad.¹
New Orleans Public Belt Railroad.
Norfolk & Portsmouth Belt Line Railroad.

Oregon & Northwestern Railroad.
Oregon, Pacific & Eastern.

Pacific Coast Railroad.¹
Pacific Electric Railway.
Petaluma & Santa Rosa Railroad.
Pittsburgh & Shawmut Railroad.
Pittsburgh, Lisbon & Western Railroad.²
Pittsburgh, Shawmut & Northern Railroad.
Port Angeles & Western Railroad.
Portland Electric Power Company.

Raritan River Railroad.
Rutland Railroad.

Sacramento Northern Railway.¹
St. Joseph Union Depot Company.
Savannah Union Station.¹
Southern Pacific Company of Mexico.¹
Spokane International Railroad.
Spokane Union Station.
Sumpter Valley Railway.¹
Susquehanna & New York Railroad.²

Tennessee Central Railway.¹
Terminal Railway Alabama State Docks.
Texas City Terminal Railway.
Tidewater Southern Railway.¹
Toledo Terminal Railroad.¹

Union Belt of Detroit.¹
Union Freight Railroad, Boston.¹
Union Railroad Company, Pittsburgh.
Union Terminal Railroad of St. Joseph.¹
Utah Railroad.

Western Maryland Railway.¹
Wichita Terminal Association.¹

Yakima Valley Transportation Company.
Yosemite Valley Railway.²
Youngstown & Northern Railroad.
Youngstown & Southern Railway.¹

¹ Standby agreement stated to be in effect with one or both of the brotherhoods parties to the case.

² Road merged or abandoned.

CHAMPLIN-SHEALY COMPANY, CHICAGO



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