

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

APPOINTED MARCH 28, 1947
PURSUANT TO SECTION 10
OF THE RAILWAY LABOR ACT

To investigate and report upon certain disputes
between the Ann Arbor Railroad Company,
Grand Trunk Western Railroad Company, Pere
Marquette Railway Company, Wabash Rail-
road Company and certain of their employees
represented by the National Maritime Union
(CIO)

(NMB Cases A-2455 6, 7, and 8)

DETROIT, MICH.

APRIL 21, 1947

(No. 45)

DETROIT, MICHIGAN,
April 21, 1947.

The President,
The White House.

MR. PRESIDENT: We have the honor to report as an Emergency Board created by you by Executive Order 9838 March 28, 1947, to investigate and report upon certain disputes between the Ann Arbor Railroad Co., Grand Trunk Western Railroad Co., Pere Marquette Railway Co., Wabash Railroad Co., and certain of their employees represented by the National Maritime Union (CIO).

We are gratified to advise that after hearing and mediation the parties composed their disputes. Copies of the agreements entered into by them in settlement of the disputes are annexed to the enclosed report.

Respectfully submitted,

FRANK M. SWACKER, *Chairman.*

HARRY H. SCHWARTZ, *Member.*

HUGH B. FOUKE, *Member.*

DETROIT, MICHIGAN,
April 21, 1947.

**REPORT TO THE PRESIDENT BY EMERGENCY BOARD
CREATED BY EXECUTIVE ORDER 9838, MARCH 28, 1947,
UNDER THE RAILWAY LABOR ACT, TO INVESTIGATE
AND REPORT UPON CERTAIN DISPUTES BETWEEN
ANN ARBOR RAILROAD CO., GRAND TRUNK WESTERN
RAILROAD CO., PERE MARQUETTE RAILWAY CO., AND
WABASH RAILROAD CO., AND CERTAIN OF THEIR
EMPLOYEES REPRESENTED BY NATIONAL MARITIME
UNION (CIO) (NMB CASES A-2455, 6, 7, AND 8)**

Executive Order 9838, March 28, 1947, follows:

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE DISPUTES BETWEEN THE GRAND TRUNK
WESTERN RAILROAD CO., PERE MARQUETTE RAILWAY CO., WABASH RAILROAD CO., ANN
ARBOR RAILROAD CO., AND CERTAIN OF THEIR EMPLOYEES

Whereas, disputes exist between the Grand Trunk Western Railroad Co., the
Pere Marquette Railway Co., the Wabash Railroad Co., and the Ann Arbor Rail-
road Co., carriers, and certain of their employees represented by the National
Maritime Union, C.I.O., a labor organization; and

Whereas, these disputes have not heretofore been adjusted under the pro-
visions of the Railway Labor Act, as amended; and

Whereas, these disputes, in the judgment of the National Mediation Board,
threaten substantially to interrupt interstate commerce within the states of
Michigan and Wisconsin to a degree such as to deprive that portion of the coun-
try 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 the said disputes. 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
disputes 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 Grand Trunk Western
Railroad Co., the Pere Marquette Railway Co., the Wabash Railroad Co., and
the Ann Arbor Railroad Co., or their employees in the conditions out of which
the said disputes arose.

HARRY S. TRUMAN.

THE WHITE HOUSE,
March 28, 1947.

Pursuant to said Executive order April 8, 1947, the President designated Hon. H. H. Schwartz (1673 Myrtle Street, NW., Washington 12, D. C.), Dr. Hugh B. Fouke (105 W. Princeton Avenue, Youngstown, Ohio), and Frank M. Swacker (120 Broadway, New York 5, N. Y.) to constitute said Emergency Board, and named Frank M. Swacker as chairman thereof. The Board convened at Detroit, April 11, 1947, and approved the appointment of Acme Reporting Co., as reporters. The following appearances were entered: A. J. Clancy, Esq., attorney, 441 East Jefferson Avenue, Detroit, Mich., for the Grand Trunk Western Railroad Co.; William R. Althans, Esq., attorney, 6-212 General Motors Building, Detroit, Mich., for the Pere Marquette Railway Co.; R. B. Elster, Esq., attorney, 1667 Railway Exchange Building, St. Louis, Mo., for the Wabash and the Ann Arbor Railroad companies; Arthur Davis, Esq., vice president, 1654 Railway Exchange Building, St. Louis, Mo., for the Wabash and the Ann Arbor Railroad companies; William L. Standard, Esq., attorney, 291 Broadway, New York, by Herman Rosenfeld, Esq., attorney, for the National Maritime Union of America, CIO; Josh Lawrence, director of National Maritime Union of America, CIO; Jack Lawrence, vice president of the National Maritime Union of America, CIO.

Beginning April 11, and continuing from day to day thereafter, the Board heard the testimony of the parties, concluding therewith, April 18, and thereupon undertook mediation.

Originally, the disputes arose from proposals of the Union for some 29 changes in the working rules of the agreements with the carriers covering the unlicensed personnel of the car ferries operated by the carriers across Lake Michigan and on the Detroit River; and counterproposals by the carriers with respect thereto.

On the hearing the parties narrowed the dispute to five principal issues among the Union's proposals and one of the carriers. During mediation the issues were further narrowed, and finally resulted in the parties reaching an agreement on the principal points of dispute, and further agreeing to a one year's moratorium on the other rules involved. Duplicate originals of these agreements are annexed hereto.

Respectfully submitted.

FRANK M. SWACKER, *Chairman.*

HARRY H. SCHWARTZ, *Member.*

HUGH B. FOUKE, *Member.*

**AGREEMENT BETWEEN THE ANN ARBOR RAILROAD
CO. AND THE EMPLOYEES THEREOF REPRESENTED
BY THE NATIONAL MARITIME UNION OF AMERICA**

As full and complete settlement of all matters referred to in National Mediation Board file Case A-2458, it is mutually understood and agreed that:

1. Rules 3 and 4 of the agreement, effective June 1, 1945, covering unlicensed personnel employed on the Lake Michigan car ferries, represented by the National Maritime Union, will be changed to read as follows:

RULE 3. RATES OF PAY—DECK AND ENGINE DEPARTMENTS

(a) The rates of pay, with subsistence while working, will be as follows:

	<i>Per day</i>
Firemen, oilers, water tenders, wheelmen, watchmen and lookouts----	\$8. 25
Deck hands, car handlers, wipers, and coal passers-----	7. 25

The daily rates provided above were determined by multiplying the monthly rate, effective May 22, 1946, by 12 and dividing the results thus obtained by 308.

(b) Eight hours shall constitute a day's work, and while navigating, the watches shall be set 4 hours on and 8 hours off for the navigating crew.

NOTE.—It is understood that car handlers are not a part of the navigating crew.

RULE 4. RATES OF PAY—STEWARDS' DEPARTMENT

(a) The rates of pay, with subsistence while working, will be as follows:

	<i>Per day</i>
First cook-----	\$10. 20
Second cook-----	7. 96
First porter-----	7. 18
Second porter-----	6. 49
Third porter-----	6. 49
Cabin watchman-----	6. 69
Maid -----	6. 69
Waiter -----	6. 49

The daily rates provided above were determined by multiplying the monthly rate, effective May 22, 1946, by 12 and dividing the result thus obtained by 308.

(b) Eight hours' actual time on duty within a spread of 12 hours, shall constitute a day's work for employees in the Stewards' Department. In the application of this paragraph, employees shall be paid overtime for all time actually on duty in excess of 8 hours on any calendar day, computed from the time required to report for duty until the time of final release within 12 consecutive hours, and

also for time in excess of 12 consecutive hours, computed continuously, and from time required to report for work at the beginning of their tour of duty until time of final release.

In the application of this paragraph, the hours of service shall be as directed by the Marine Superintendent.

2. There shall be a moratorium on rule changes (not including rates of pay) for a period of 1 year from the effective date of this agreement.

3. This agreement shall become effective on May 1, 1947.

Accepted for the Ann Arbor Railroad Co.:

By G. H. SIDO,
Vice President and General Manager.

Accepted for the employees:

By CLYDE DRAKE,
Port Agent, National Maritime Union.

AGREEMENT BETWEEN THE GRAND TRUNK WESTERN RAILROAD CO. AND THE EMPLOYEES THEREOF REP- RESENTED BY THE NATIONAL MARITIME UNION OF AMERICA

As full and complete settlement of all matters referred to in National Mediation Board file Case A-2455, it is mutually understood and agreed that:

1. Rules 3 and 4 of the agreement effective June 1, 1945, covering unlicensed personnel employed on the Lake Michigan car ferries represented by the National Maritime Union, will be changed to read as follows:

RULE 3. RATES OF PAY—DECK AND ENGINE DEPARTMENTS

(a) The rates of pay, with subsistence while working, will be as follows:

	<i>Per day</i>
Firemen, oilers, watertenders, wheelmen, watchmen, and lookouts----	\$8. 25
Deck hands, car handlers, wipers, and coal passers-----	7. 25

The daily rates provided above were determined by multiplying the monthly rate effective May 22, 1946, by 12 and dividing the result thus obtained by 308.

(b) Eight hours shall constitute a day's work, and while navigating the watches shall be set 4 hours on and 8 hours off for the navigating crew.

NOTE.—It is understood that car handlers are not a part of the navigating crew.

RULE 4. RATE OF PAY—STEWARDS' DEPARTMENT

(a) The rates of pay, with subsistence while working, will be as follows:

	<i>Per day</i>
First cook-----	\$10. 20
Second cook-----	7. 69
First porter-----	7. 18
Second porter-----	6. 49
Third porter-----	6. 49
Cabin watchman-----	6. 69
First maid-----	6. 69
Waiter and second maid-----	6. 49

The daily rates provided above were determined by multiplying the monthly rate effective May 22, 1946, by 12 and dividing the result thus obtained by 308.

(b) Eight hours' actual time on duty within a spread of 12 hours shall constitute a day's work for employees in the Stewards' Department. In the application of this paragraph, employees shall be paid overtime for all time actually on duty in excess of 8 hours on any calendar day computed from the time required to report for duty until the time of final release within 12 consecutive hours, and also for time in excess of 12 consecutive hours computed continuously and from the time required to report for work at the beginning of their tour of duty until time of final release.

In the application of this paragraph, the hours of service shall be as directed by the Marine Superintendent.

2. There shall be a moratorium on rule changes (not including rates of pay) for a period of one (1) year from the effective date of this agreement.

3. This agreement shall become effective on May 1, 1947.

Accepted for the Grand Trunk Western Railroad Co.:

By C. A. SKOG,
Vice President and General Manager.

Accepted for the employees:

By CLYDE DRAKE,
Port Agent, National Maritime Union.

**AGREEMENT BETWEEN PERE MARQUETTE RAILWAY
CO. AND THE EMPLOYEES THEREOF REPRESENTED
BY THE NATIONAL MARITIME UNION OF AMERICA**

As full and complete settlement of all matters referred to in National Mediation Board file Case A-2456, it is mutually understood and agreed that:

1. Rule 6 of the agreement effective April 1, 1946, covering unlicensed personnel employed on the Detroit River Car ferries repre-

sented by the National Maritime Union, will be changed to read as follows:

RULE 3. RATES OF PAY

	<i>Per day</i>
Wheelsmen, lookouts, firemen, and oilers-----	\$9.96
Deck hands-----	8.97

The daily rates provided above were determined by multiplying the monthly rates effective May 22, 1946, by 12 and dividing the results thus obtained by 308, and adding to the daily rates thus established \$2 per day (former subsistence allowance), making the new daily rates \$9.96 and \$8.97.

2. There shall be a moratorium on rule changes (not including rates of pay) for a period of 1 year from the effective date of this agreement.

3. This agreement shall become effective on May 1, 1947.

Accepted for the Pere Marquette Railway Co.:

By M. M. CRONK,

Vice President and General Manager.

Accepted for the employees:

By CLYDE DRAKE,

Port Agent, National Maritime Union.

**AGREEMENT BETWEEN PERE MARQUETTE RAILWAY
CO. AND THE EMPLOYEES THEREOF REPRESENTED
BY THE NATIONAL MARITIME UNION OF AMERICA**

As full and complete settlement of all matters referred to in National Mediation Board file Case A-2456, it is mutually understood and agreed that:

1. Rules 6 and 7 of the agreement effective June 1, 1945, covering unlicensed personnel employed on the Lake Michigan car ferries represented by the National Maritime Union, will be changed to read as follows:

RULE 6. RATES OF PAY—DECK AND ENGINE DEPARTMENTS

(a) The rates of pay, with subsistence while working, will be as follows:

	<i>Per day</i>
Wheelsmen, watchmen, lookouts, firemen, oilers, water tenders, and handymen-----	\$8.25
Deckhands, coal passers, wipers, car handlers and patrolmen-----	7.25

The daily rates provided above were determined by multiplying the monthly rate effective May 22, 1946 by twelve (12) and dividing the result thus obtained by 308.

(b) Eight hours shall constitute a day's work, and while navigating the watches shall be set 4 hours on and 8 hours off for the navigating crew.

NOTE.—It is understood that car handlers are not a part of the navigating crew.

RULE 7. RATES OF PAY—STEWARD'S DEPARTMENT

(a) The rates of pay, with subsistence while working, will be as follows:

	<i>Per day</i>
Steward-----	\$10. 66
First cook-----	10. 20
Second Cook-----	7. 96
Head waiter-porter-----	6. 69
Stewardess-----	6. 69
Second porter-----	6. 49
Third porter-----	6. 49
Second waiter-----	6. 49
Pantryman-----	6. 49
Maid-----	6. 49

The daily rates provided above were determined by multiplying the monthly rate effective May 22, 1946, by 12 and dividing the result thus obtained by 308.

(b) Eight hours' actual time on duty within a spread of 12 hours shall constitute a day's work for the employees in the steward's department. In the application of this paragraph, employees shall be paid overtime for all time actually on duty in excess of 8 hours on any calendar day computed from the time required to report for duty until the time of final release within 12 consecutive hours, and also for time in excess of 12 consecutive hours computed continuously from the time required to report for work at the beginning of their tour of duty until time of final release.

In the application of this paragraph, the hours of service shall be as directed by the superintendent of steamships.

The provisions of this paragraph shall not apply to stewards and the monthly rate for such positions will cover all services rendered without additional compensation for service performed in excess of 8 hours in any 24-hour period.

2. There shall be a moratorium on rule changes (not including rates of pay) for a period of 1 year from the effective date of this agreement.

3. This agreement shall become effective on May 1, 1947.

Accepted for the Pere Marquette Railway Co.:

By M. M. CRONK,
Vice President and General Manager.

Accepted for the employees:

By CLYDE DRAKE,
Port Agent, National Maritime Union.

AGREEMENT BETWEEN WABASH RAILROAD CO. AND THE EMPLOYEES THEREOF REPRESENTED BY THE NATIONAL MARITIME UNION OF AMERICA

As full and complete settlement of all matters referred to in National Mediation Board file Case A-2457, it is mutually understood and agreed that:

1. Rule 3 of the agreement effective May 1, 1946, covering unlicensed personnel employed on the Detroit River car ferries represented by the National Maritime Union, will be changed to read as follows:

RULE 3. RATES OF PAY

	<i>Per day</i>
Wheelmen, lookouts, firemen, and oilers-----	\$9.96
Deck hands-----	8.97

The daily rates provided above were determined by multiplying the monthly rates effective May 22, 1946, by 12 and dividing the results thus obtained by 308, and adding to the daily rates thus established \$2 per day (former subsistence allowance), making the new daily rates \$9.96 and \$8.97.

2. There shall be a moratorium on rule changes (not including rates of pay) for a period of 1 year from the effective date of this agreement.

3. This agreement shall become effective on May 1, 1947.

Accepted for Wabash Railroad Co.:

By G. H. SIDO,
Vice President and General Manager.

Accepted for the employees:

By CLYDE DRAKE,
Port Agent, National Maritime Union.