

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

CREATED AUGUST 1, 1947
BY EXECUTIVE ORDER 9880
PURSUANT TO SECTION 10
OF THE RAILWAY LABOR ACT

**To investigate and report upon a dispute between
the Brotherhood of Railroad Trainmen and River
Terminal Railway Co.**

(NMB Case No. A-2542)

CLEVELAND, OHIO

AUGUST 20, 1947

(No. 49)

CLEVELAND, OHIO,
August 20, 1947.

The President,
The White House.

MR. PRESIDENT: We have the honor to report as an Emergency Board created by you by Executive Order 9880 August 11, 1947, to investigate and report upon certain disputes between the Brotherhood of Railroad Trainmen and River Terminal Railway Co.

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

Respectfully submitted.

FRANK M. SWACKER, *Chairman.*

HUGH B. FOUKE, *Member.*

SIDNEY ST. F. THAXTER, *Member.*

(II)

CLEVELAND, OHIO
August 20, 1947.

**REPORT TO THE PRESIDENT BY EMERGENCY BOARD
CREATED BY EXECUTIVE ORDER 9880, AUGUST 1, 1947,
UNDER THE RAILWAY LABOR ACT TO INVESTIGATE
AND REPORT UPON CERTAIN DISPUTES BETWEEN
THE BROTHERHOOD OF RAILROAD TRAINMEN AND
RIVER TERMINAL RAILWAY CO. (NMB CASE A-2542)**

Executive Order 9880, August 1, 1947, follows:

EXECUTIVE ORDER

**CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE RIVER
TERMINAL RAILWAY COMPANY AND CERTAIN OF ITS EMPLOYEES**

Whereas, a dispute exists between the River Terminal Railway Company, a carrier, and certain of its employees represented by the Brotherhood of Railroad Trainmen, a labor organization; and

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

Whereas, this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce within the state of Ohio, to a degree such as to deprive that portion of 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 or 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 River Terminal Railway Company or its employees in the conditions out of which the said dispute arose.

HARRY S TRUMAN.

THE WHITE HOUSE

August 1, 1947.

Pursuant to said Executive order, on August 6, 1947, the President designated Dr. Hugh B. Fouke (8 South Park Place, Painesville, Ohio), Judge Sidney St. F. Thaxter (Supreme Court, Portland, Maine), and Frank M. Swacker (120 Broadway, New York), to constitute said Emergency Board. The Board convened at Cleveland, August 11, 1947, and agreed upon Frank M. Swacker to act as chair-

man thereof, and approved the designation of Messrs. Ward and Paul as reporters.

The following appearances were entered:

For the brotherhood: J. P. Cahill, deputy president, Brotherhood of Railroad Trainmen, Standard Building, Cleveland, Ohio; Douglas C. Denning, general chairman for the Brotherhood of Railroad Trainmen on the River Terminal Railway, 3824 West One Hundred and twenty-eighth Street, Cleveland.

For the carrier: T. H. Burgess, and Parker Fulton, counsel for the River Terminal Railway Co., 1250 Terminal Tower Building, Cleveland, Ohio; Burt Ladley, general manager, River Terminal Railway Co.; and Raymond N. Wilson, superintendent, River Terminal Railway Co.; and L. H. Pickryl, personnel director, River Terminal Railway Co., 3100 East Forty-fifth Street, Cleveland, Ohio.

The dispute involves the five following proposals of the brotherhood:

SECTION III—RATES OF PAY

| | |
|-----------------|----------|
| Conductors..... | \$1.3825 |
| Brakemen..... | 1.3175 |

Any increase or decrease granted to trunk-line railroads shall apply to all employees represented by this agreement.

SECTION XIII—SENIORITY AND PROMOTION—PARAGRAPH (E)

In the appointment of yardmasters, senior yardmen will at all times be given full and unprejudiced consideration.

SECTION XV—CONSIST OF CREWS

Crews will consist of not less than one conductor and two brakemen.

SECTION XVI—DEFINITION OF YARD WORK

(A) It is understood that the entire railroad is one switching district.

(B) Transfer, pilot, herder, construction, work train, or other car or locomotive movements over the tracks of the railroad or industries served by the railroad, shall be considered yard work and manned by River Terminal yardmen and be compensated for at yard rates.

(C) All pilot service and herder service shall be compensated at yard conductor rates of pay. The oldest available yard conductor or yard brakeman shall be used for this service.

SECTION XXII—OPERATION OF MECHANICAL DEVICES—PARAGRAPH (C)

Yardmen will not be required to couple or uncouple air hose or car chains where car men are employed, as of the date of this agreement.

Under date of November 19, 1946, the brotherhood served notice requesting a complete revision of the existing agreement between the parties. Through negotiation the parties reached agreement on 30 of the 35 articles of the proposed new agreement, but were unable to agree upon the above 5 proposed rules.

The rates of pay proposed by the brotherhood are 6½ cents above the so-called standard rates currently in effect on the trunk-line railroads.

The Board heard the parties beginning August 11, 1947, and continuing day to day thereafter to and including August 18, and then undertook mediation; at the conclusion thereof the parties composed their differences by agreement, a copy of which agreement is appended.

FRANK M. SWACKER, *Chairman.*

HUGH B. FOUKE, *Member.*

SIDNEY St. F. THAXTER, *Member.*

APPENDIX

MEMORANDUM OF AGREEMENT

This agreement, made and entered into this 19th day of August 1947, by and between the Brotherhood of Railroad Trainmen and the River Terminal Railway Company,

Witnesseth, that

Whereas, the parties have been in disagreement concerning certain articles of the revised agreement under negotiation between themselves, and said issues are now the subject of an investigation by an Emergency Board under the Railway Labor Act, and the parties hereto have reached an agreement upon the disposition of said issues,

Now, therefore, it is mutually agreed that said issues shall be disposed of as follows:

The proposed Section III—Rates of Pay, as proposed by the brotherhood shall be and is agreed upon.

Proposed Section XIII—Seniority and Promotion, Paragraph (E), and Section XXII—Operation of Mechanical Devices, Paragraph (C): These proposals shall be held in abeyance without prejudice to either party to await the outcome of the National Rules controversy, at which time they may be taken up for further negotiation by the parties.

Proposed Section XV—Consist of Crews, the rule on this subject shall be as follows:

(A) In all common-carrier switching operations performed by the River Terminal Railway Company under its published tariffs on file with the Interstate Commerce Commission and the Public Utilities Commission of Ohio, the ground crew shall consist of one conductor and two brakemen.

(B) In the performance of intra-plant switching in the Open Hearth Department of the Republic Steel Corporation, where the switching service is now performed by locomotives owned by or leased to the Republic Steel Corporation operating on tracks owned by or leased to the Republic Steel Corporation, which intra-plant switching has been defined by the Public Utilities Commission of Ohio in the proceeding entitled "In the Matter of the Citation of The River Terminal Railway Company, R. R., No. T. B. 952" as the operations of a private railroad on private or leased property, the ground crew shall consist of not more than

two trainmen, as specified in the agreement of December 27, 1940 between The River Terminal Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen; subject to such change as may result from the decision of the Supreme Court of Ohio in the above-mentioned case, which is now pending in that Court.

Proposed Section XVI—Definition of Yard Work, shall be

(A) For the purposes of this agreement, and subject to the exceptions named below as set forth in paragraph (B) hereof, yard work shall be considered—

(1) As including all switching of cars or equipment by locomotives of The River Terminal Railway Company (herein sometimes called the "Railroad") over the tracks of the Railroad, and also over tracks of industries served by the Railroad when the switching movements are performed by it, and also

(2) The switching of cars by locomotives owned by or leased to the Republic Steel Corporation and crewed by employees of The River Terminal Railway Company, operating on tracks owned by or leased to the Republic Steel Corporation, performing intra-plant service in the Open Hearth Department of the Republic Steel Corporation.

(B) The work described in the following exceptions shall not be considered yard work within the meaning of the foregoing paragraph (A) and, except as specified herein, employees covered by these rules and regulations need not be used to perform such work:

(1) Industrial-Plant Locomotives:

(a) The movement of any industrial-plant locomotive or other self-propelled device operated by any industrial plant with or without cars attached, over tracks of the Railroad leading into such plant, when such movement is reasonably required in order to move cars from one track of such plant to another track thereof and does not involve the switching of cars from one track of the Railroad to another track of the Railroad.

(b) The movement of industrial-plant locomotives light over tracks of the Railroad between plant tracks and roundhouse or repair shops when necessary in order to have such locomotives cleaned, repaired, fueled, or watered.

(2) Locomotive Cranes:

(a) The following described movements over tracks of the Railroad by locomotive cranes operated by industrial plants or contractors doing work at such plants:

1. The movement of such cranes between the locomotive crane stations or repair shops at such plants and/or points at which such cranes shall be used in the loading, unloading, erecting or installing of structures, machinery, equipment, and material at such plants.

2. When a yard crew shall have placed more than one car on a track where such cars are to be loaded or unloaded by a crane, the crane may move one car at a time, after having loaded or unloaded it, from such track to a storage track from which it can be picked up by a yard crew, or, if such cars cannot be placed at one time on the track where they are to be loaded or unloaded without obstructing plant operations, such cars shall be placed by a yard crew on a storage track and the crane may also move such cars from such storage track to the track where they are to be loaded or unloaded.

3. The movement by such cranes of not more than one empty car at a time from a storage track to the material yard of a plant or to any other place at which material or equipment for installation in such plant shall be stored, and of such car when loaded with material or equipment which shall be required for immediate installation in such plant from such place of storage to the place where it shall be unloaded for such installation; provided, however, that such place of storage shall be the nearest place of such plant at which such material or equipment can practically be stored.

4. The movement of a crane with not more than two cars attached, if necessary for the purpose of picking up refuse and other waste material in the cleaning up of such plants or the Railroad right-of-way; provided, however, that such cars when loaded shall be placed by the crane on a storage track where they can be picked up by a yard crew to be moved to the place of unloading.

5. Movements under the foregoing paragraphs (2) and (3) may include a multiple load of two or more cars when such cars are so loaded that they cannot be moved separately.

6. The operation of a crane in clearing a derailment or wreck on the tracks of the Railroad.

(b) The operation of self-propelled cranes used by the Railroad or a contractor doing work for the Railroad in the loading, unloading, setting in place or removing of equipment, supplies, refuse, waste and other material; provided that the cranes shall not move or switch cars, except that, when one or more cars shall have been placed by a yard crew on a track at or near the place at which such car or cars are to be loaded or unloaded, a crane

may move the car or cars to such place and when the car or cars shall have been loaded or unloaded at such place a crane may move the car or cars to the nearest available storage track from which such car or cars can be moved by a yard crew.

(3) Other Self-Propelled Equipment.

(a) The operation of self-propelled or other equipment which can be moved from and replaced on the track by the manual power of those who are employed in connection with the operation of such equipment.

(b) The operation of locomotive cranes and other self-propelled equipment which shall be used in connection with the work of taking up tracks which shall have been abandoned and over which yard service shall have been permanently discontinued or in connection with the work of constructing new tracks over which yard service shall not have been commenced; provided, however, that such cranes or other self-propelled equipment shall not switch cars over other tracks of the Railroad except to move the cars between the site of such work and the nearest available storage track on which they shall have been placed or from which they shall be moved by a yard crew.

NOTE:—The demand of the brotherhood for the employment of a brakeman to herd or pilot light locomotives of the railroad between the roundhouse and relief points is not waived but is held in abeyance pending the outcome of the National Rules controversy.

THE RIVER TERMINAL RAILWAY COMPANY,

By (S) Bert Ladley, *General Manager*.

BROTHERHOOD OF RAILROAD TRAINMEN,

By (S) J. P. Cahill, *Deputy President*.

By (S) Douglas C. Denning,

General Chairman, River Terminal Railway Property.