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Report

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

CREATED OCTOBER 21, 1947

PURSUANT TO SECTION 10 OF THE
RAILWAY LABOR ACT, AS AMENDED

To investigate and report upon certain disputes
between the Railway Express Agency, Inc., and
certain of its employees represented by Locals
459 and 808, International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and
Helpers of America, A. F. of L.

(NMB Case A-2684)

NEW YORK, N. Y.

JANUARY 15, 1948

(No. 52)

LETTER OF TRANSMITTAL

NEW YORK, N. Y., *January 15, 1948.*

The PRESIDENT,
The White House.

MR. PRESIDENT: The Emergency Board designated by you under Executive Order 9900, October 21, 1947, to investigate and report upon certain disputes between the Railway Express Agency, Inc., and certain of its employes represented by Locals 459 and 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., has the honor to submit herewith its report.

We are gratified to advise that after hearing and mediation the parties composed their disputes respecting some 62 matters. A memorandum of these agreements reached in mediation is annexed to the enclosed report. The unresolved disputes are dealt with in the attached report.

Respectfully submitted.

ARTHUR S. MEYER, *Chairman.*

AARON HORVITZ, *Member.*

FRANK M. SWACKER, *Member.*

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**REPORT TO THE PRESIDENT BY EMERGENCY BOARD
CREATED BY EXECUTIVE ORDER 9900, OCTOBER 21, 1947,
UNDER THE RAILWAY LABOR ACT, AS AMENDED, TO
INVESTIGATE AND REPORT UPON CERTAIN DISPUTES
BETWEEN RAILWAY EXPRESS AGENCY, INC., AND CER-
TAIN OF ITS EMPLOYEES REPRESENTED BY LOCALS
459 AND 808, INTERNATIONAL BROTHERHOOD OF TEAM-
STERS, CHAUFFEURS, WAREHOUSEMEN, AND HELP-
ERS OF AMERICA, A. F. OF L. (NMB CASE A-2684)**

NEW YORK, N. Y.,
January 15, 1948.

Executive Order 9900, October 21, 1947 follows:

EXECUTIVE ORDER

**CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE RAILWAY
EXPRESS AGENCY, INC., AND CERTAIN OF ITS EMPLOYEES**

Whereas a dispute, other than that referred to in Executive Order 9891 of September 15, 1947, entitled "Creating an Emergency Board to Investigate a Dispute between the Railway Express Agency, Inc., and Certain of its Employees," exists between the Railway Express Agency, Inc., a carrier, and certain of its employees represented by Locals 459 and 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, 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 states of New York and New Jersey 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 the 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 Railway Express Agency, Inc., or its employees in the conditions out of which the said dispute arose.

(S.) HARRY TRUMAN

THE WHITE HOUSE,
October 21, 1947.

RECORD OF PROCEEDING

Pursuant to said Executive order October 22, 1947, the President designated Arthur S. Meyer, Aaron Horvitz, and Frank M. Swacker to constitute said Emergency Board, and named Arthur S. Meyer as chairman thereof.

The Board convened at New York City October 27, 1947, and approved the appointment of Ward & Paul as reporters and Clara Friedman as executive secretary.

The following appearances were entered: For the Local Unions, David Kaplan, chief economist; Samuel J. Cohen, attorney, Local 808; Joseph A. Marchetti, attorney, Local 459; John J. McNamara, secretary-treasurer, Local 808; Thomas J. Murphy, secretary-treasurer, Local 459; Patrick Murphy, member, Local 808. For the Agency the following appeared: A. M. Hartung, vice president and counsel; Peter W. Wilson, attorney; L. O. Head, president; William J. MacGreevy, assistant to the operating vice president of the Western Departments; J. F. Ross, general manager, New York City Department; F. A. Benson, vice president, accounting; Walter H. Huff, general manager, Allegheny Department; Walter Reese, vice president and general manager of Mississippi Valley Department; A. L. Hammell, vice president in charge of operations in the Central Departments.

Beginning October 27, 1947, and continuing thereafter for a period totalling 20 days, the Board heard the testimony of the parties, the hearings ending on December 1, 1947. On November 7, 1947 the parties agreed to a 30-day extension in the proceedings and on November 12, 1947, the National Mediation Board wired approval of the Board's extension until December 21, 1947. On December 1, 1947, the parties agreed to a further 30-day extension in the proceedings and on December 17, 1947, the National Mediation Board confirmed the extension.

The record of the proceedings consists of 2,243 pages. The Local Unions introduced 61 exhibits; the agency introduced 38 exhibits.

Originally, the disputes arose from proposals of the Local Unions for various changes in the contract preamble and title and in 26 working rules in the local agreement. These included a general wage increase of \$16 a week, a 40-hour week instead of a 44-hour week, and a 5-day week, Monday through Friday, with overtime pay for Saturday work, instead of a 6-day week, Monday through Saturday. The Agency proposed various changes in 17 working rules.

During the hearings the parties each withdrew certain proposals with respect to two working rules. The Board's first attempt to resolve contested items by mediation was made on November 20 and the

record of December 1 shows (pp. 2114-2125) that prior to the conclusion of the hearings 45 disputed issues relating to 18 rules had been thus adjusted. After the conclusion of the hearings, beginning December 3 and continuing to December 23, further attempts at mediation resulted in the settlement of 15 disputed issues relating to 11 rules. The withdrawn and adjusted demands are shown on appendix A hereto attached.

Issues which could not be resolved by mediation and thus remain for the consideration and recommendation of the Board consist of 28 changes proposed by the Local Unions in the title and preamble and in 13 working rules, bearing primarily on demands for a night shift differential, amplified holiday and vacation allowances, increased pay and decreased hours, retroactive increases, a change in the area governed by the local agreement, the privilege to retain altered assignments, and a seniority rule to govern force reduction.

BACKGROUND

A description of the parties will serve as a clarifying introduction to the consideration of these demands.

The Railway Express Agency, organized by 86 class-I railroads in 1929 following earlier consolidations of smaller express companies, is now owned by 70 class-I railroads and operated as an agency of its railroad owners for the nation-wide handling of express business. The Agency has no net income of its own, nor does it pay any dividends on its stock. It is accountable to the railroads for all its revenues; after deducting operating expenses, taxes, interest, and discount on funded debt and other charges, the remainder is distributed among the railroads as "express privileges payments to rail and other carriers" in proportion to the amount of express transportation performed over each line. This commingling of Agency and railroad finances makes unavailable from the Agency the conventional profit and loss statement ordinarily maintained in business operations.

The Agency provides a complete transportation service directly from the premises of the shipper to those of the consignee, generally in the custody of a representative of the Agency and using the fastest means of transportation available, usually passenger trains. Most of the express revenues are obtained on business transported over rail carriers, but the Agency also conducts its operations over the lines of other carriers including air, motor, boat, and electric short lines.

The Agency has about 75,000 employees throughout the country, including some 6,000 excepted from unionization who appear however on the seniority roster of one or another of the labor unions. The Brotherhood of Railway and Steamship Clerks, Freight Handlers,

Express and Station Employees, A. F. of L., represent 66,100 employees, about 88 percent of the total employees. The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, A. F. of L., represent about 7,900 employees, 10.5 percent of the total labor force. Another 1,000 employees, slightly more than 1 percent of the total employees, are represented by two other unions: International Brotherhood of Blacksmiths, Drop Forgers and Helpers, A. F. of L., and International Association of Machinists, Independent.

Almost one-third (23,000) of the Agency's employees are classified as "vehicle employees," i. e., drivers and helpers engaged in the pick-up and delivery or trucking phase of the Agency's operations. The Railway Clerks represent 15,100 of these vehicle employees, and the Teamsters represent the remaining 7,900 vehicle employees.

The Teamsters International Union and the Railway Express Agency (or its predecessor, the American Railway Express Co.) have been signatories since February 15, 1920, to a national agreement governing working conditions for vehicle employees represented by the Teamsters in eight major cities, several adjoining smaller communities, and in any other city in which a majority of chauffeurs, helpers, stablemen and garagemen may hold membership in the Teamsters Union. The eight major cities are Cincinnati, Ohio, Cleveland, Ohio, Newark, N. J., New York, N. Y., Philadelphia, Pa., St. Louis, Mo., San Francisco, Calif., and Chicago, Ill.

In addition, since March 20, 1928 the Agency has been signatory to a local agreement governing working conditions of employees represented by Teamster Locals 459 and 808 in, respectively, Hudson County, N. J., and the five boroughs of Greater New York. The local agreement is supplementary to the national agreement. While the local agreement is, on the whole, a complete document, even specifying wages which are not stipulated in the national agreement, the national agreement governs on issues not covered in the local agreement.

The present proceeding relates only to the approximately 4,300 vehicle employees and approximately 100 garagemen represented by the local unions, and involves solely requested changes¹ in the local agreement to which the two locals are jointly signatory.

CONFLICT OF AGREEMENT

A legal issue challenging the power of the Board will receive first consideration.

¹ These changes were the subject of conferences and negotiations between the Agency and the Local Unions during July-September 1947. Failure to reach satisfactory agreement culminated in a strike which began on midnight September 18, 1947, and terminated at midnight October 14, 1947. Seven days later the President created this Emergency Board to investigate the dispute and make a report to him.

The Agency argues that the local agreement is subordinate to the national agreement and points to rule 77 of the national agreement which reads:

Rule 77, Vehicle Service.—Employees in the vehicle service will have the right through their duly accredited representative in the district to arrange with the official in charge for any change, not in conflict with these rules, in the rules and working conditions not provided for.

The Agency concludes that no rule of the local agreement may properly differ from a rule in the national agreement and that the local agreement was designed to provide additional rules of purely local tenor. Wages may appropriately be fixed in the local agreement because the national agreement provides that the local wage rate shall prevail. The hours of work, the nature of the vacation privilege and the number of holidays, on the other hand, being fixed in the national agreement, may not, in the opinion of the Agency, be varied in the local agreement unless the variation results from the mutual agreement of the parties. Indeed, it is questionable whether, under this construction, the consent of the parties would be sufficient to validate a conflict without affecting a prior change in the national agreement.

The Agency urges that the Board is without power to consider the major unresolved demands of the Local Unions, other than their demand for a wage increase.

The Local Unions point out that the practice of the parties has not been consonant with the Agency's interpretation of rule 77 and that local rules have been permitted to vary from national rules both by consent of the parties and through the recommendation of an Emergency Board. Some of the contradictions are slight, some (such as vacation differences) are important. In the aggregate the variations go well beyond the changes seemingly allowable under a strict interpretation of rule 77. The record does not show that the international union was asked to consent to such changes.

The Board, giving weight to the arguments of the Agency and the Local Unions, concludes that the National Agreement may not lightly be varied. Uniformity has patent advantages which should not ordinarily be sacrificed because of differences in local custom. Clearly the Unions as well as the Agency have an interest in such stability. It is only when decisive differences in local custom appear that the principal of uniformity must sometimes give way to the more basic principle of necessary elasticity. The need for an adjustment to a pervasive local custom becomes compulsive when the change would not adversely affect the immediate interests of the parties. Failure to provide for the exceptional case would expose a general but not universal rule to unnecessarily high and perhaps dangerous pressure.

It is within this frame that we will make recommendations which we trust will resolve the disputes of the parties. We cannot accede to the Agency's plea that the Board lacks the power to recommend changes in the local agreement which would create variations with the international agreement.

GROUPING OF DEMANDS

As a matter of convenience we have divided our discussion under three general headings representing three different groups of Union demands. The first group relates to the demands of the Local Unions in respect to vacations, holidays, and shift differential. These are the only demands, excepting wages and hours, which have a direct effect on the earnings of the employees. The second group covers the demands of the Local Unions in respect to wages and hours. These are far the most important demands and, accordingly, are considered at far greater length than the others. The third group covers eight miscellaneous changes which the Local Unions request in the title and preamble and in four rules of the local agreement. The demand for retroactive pay, though related to the wage issue, is more conveniently considered in this miscellaneous group.

VACATIONS, HOLIDAYS, AND SHIFT DIFFERENTIAL

Vacations

Employees represented by the Local Unions now enjoy 6 working days vacation if they have served the Agency more than 1 year but less than 5 years. They enjoy 12 working days vacation if they have served the Agency 5 years or more.

The Local Unions demand: (1) that employees having more than 1 year's seniority but less than 5 years' seniority should enjoy 10 working days vacation; (2) that employees having 5 years' seniority but less than 20 years' seniority should enjoy 15 working days vacation; (3) that employees having 20 years' seniority or more should enjoy 20 working days vacation.

Vacations presently received under the agreement with the Local Unions are substantially more generous than the vacations granted under the international agreement which are as follows: (1) 6 working days vacation for those who have served more than one year but less than 10 years; (2) 9 working days vacation for those who have served 10 years but less than 15 years; (3) 12 working days vacation for those who have served 15 years or more.

The Local Unions urge that, with rare exceptions, other teamsters working in the metropolitan area of New York receive vacations which

are more generous than the vacations presently prescribed in the local agreement. Most teamsters, for example, receive 2 weeks vacation after 1 year of service.

The accuracy of these statistics is not questioned. Moreover, the Board recognizes that, in general, the metropolitan area of New York is an area of relatively generous vacation allowances. It does not appear, however, that the vacations prescribed under the local agreement represent so drastic a departure from local custom as to justify widening the gap between the local agreement and the international agreement. A vacation of 6 working days after 1 year of service and of 12 working days after 5 years of service is still one of the conventional vacation patterns in New York. Grievance, if grievance there be, must be proved on broader lines and adjusted through an amendment of the international agreement.²

Holidays

Employees represented by the Local Unions now enjoy 7 holidays without pay deduction. They receive $2\frac{1}{2}$ times the straight time pay if they are forced to work.

The Local Unions demand four additional holidays, plus any new Federal holidays, on the same terms.

The Local Unions' arguments and the Board's conclusion follow the pattern of the preceding arguments and conclusion relating to increased vacation allowances. Though the vast majority of teamsters and a substantial number of factory employees in the metropolitan area of New York enjoy 11 paid holidays, 7 paid holidays (and even 6 paid holidays) are still conventional patterns in the area. Without passing on the equities of the demands of the Local Unions, the employees may appropriately be relegated to their rights under the international agreement in order that uniformity may be maintained in respect to holiday allowances.

Shift Differential

No night shift differential is presently provided either in the local or the international agreement.

The Local Unions demand a night shift differential of 20 percent for all work started between 5 p. m. and 5 a. m.

Though the Local Unions draw attention to the fact that most manufacturing establishments in the United States operating night

² Present vacation differences between the local and international agreements prevail because the International Union has refused to accept the Agency's tender of the increased vacations recommended for the Local Unions by an Emergency Board. The International Union is presently demanding more.

shifts paid a differential as early as 1945 and 1946 and though a night shift differential of 20 cents a day is paid under the various local general trucking contracts, no accepted custom of night-shift differentials dominates the metropolitan area of New York and no reason appears for the introduction of a new rule on a local basis. Again the Board refrains from passing on the equities of the demand and relegates the affected employes to their rights under the international agreement.

To summarize: Though local customs partly support the demands of the Local Unions for changes in vacation and holiday allowances and for a night-shift differential, none of these local customs are of such decisive significance as to justify an important breach in the general rule of uniformity. The rights of the employes, if such rights exist, can be secured, within the rule of uniformity, under the agreement of the International Union.

Accordingly, the Board recommends: (1) No change in respect to rule 24 (overtime) through which the Local Unions have introduced their demand for a night-shift differential; (2) no change in respect to rule 28 which relates to holidays; (3) no change in respect to the amount of vacations under rule 31 which relates to vacations. Minor changes in these rules will be discussed later in this report.

WAGES AND HOURS

The employes involved in this proceeding totalled 4,416 at mid-month of June, 1947.³ Of these approximately 4,300 were vehicle employes. Of the vehicle employes around 80 percent were drivers and 20 percent were helpers. The wages now paid are as follows:

	Straight time weekly wage	Straight time hourly wage
Money deliverymen.....	\$60.59	\$1.375
Drivers.....	58.10	1.32
Helpers.....	49.36	1.12
Garagemen, class 1.....	50.09	1.14
Garagemen, class 2.....	47.62	1.08

Since all employes in this proceeding presently work 44 straight-time hours a week, the straight-time hourly wage is approximated by dividing the weekly wage by 44.

³ We have accepted the Agency's figure. The Local Unions believe that around 5,000 employes are involved. The difference does not materially affect the analysis that follows.

The Local Unions demand the following amended wage scale:

	Straight time weekly wage	Straight time hourly wage
Money deliverymen.....	\$76.59	\$1.915
Drivers.....	74.10	1.85
Helpers.....	65.36	1.635
Garagemen, class 1.....	66.09	1.65
Garagemen, class 2.....	63.85	1.595

Since the Local Unions demand a 40-hour straight-time week, the straight-time hourly wage is approximated by dividing the demanded weekly wage by 40.

An Emergency Board, consisting of Mr. Leverett Edwards, Judge H. Nathan Swaim, and Mr. Norman J. Ware, recommended to the President, on October 13, 1947, that the wages of all Agency employees represented by the Teamster International (except those in the New York Metropolitan District, these not being involved in the Edwards board proceeding) be increased by 15½ cents an hour. An agreement incorporating this recommendation was executed on November 12, 1947, by the Agency and by the International Union acting for all Agency employees whom it represented with the exception of the employees in the New York Metropolitan District. Had the New York employees accepted this proposal, which was subsequently offered them by the Agency, the straight-time hourly wages would have been as follows:

	<i>Straight time hourly wage</i>
Money deliverymen.....	\$1.53
Drivers.....	1.475
Helpers.....	1.275
Garagemen, class 1.....	1.295
Garagemen, class 2.....	1.235

Realistic wage comparisons must be made in terms of a constant unit of work. Straight time hourly wages afford such a unit. Weekly wages are distorted by variations in the hours of labor exchanged for the wage received. The Board has therefore mainly relied on a comparison of hourly wage rates.

Furthermore, the practical question is whether the Agency employees represented by the Local Unions (hereafter sometimes called the Employees) are entitled to an hourly wage increase greater than the 15½

cents which they have previously been offered. In the interests of brevity, the Board has therefore added 15½ cents to the hourly wages of the Employees and called the sum the augmented wage.

The Local Unions have presented data to prove that the hourly wage rate increases granted to the Employees lag behind the increases granted to other industries. For this purpose they have, among other comparisons, compared the average straight time earnings of all manufacturing industries compiled by the Bureau of Labor Statistics with the average straight time earnings of the Employees for the span January 1941 to July 1947. They have also supplied the average hourly earnings of the 25 manufacturing industries compiled by the National Industrial Conference Board both for the spread January 1941 to July 1947, and for the spread 1929 (average for the year) to July 1947. These are conventional periods for the purpose of wage comparisons. Bureau of Labor Statistics data are not available for the 1929-47 spread.

For more accurate comparison we have brought these figures up to date through September 1947, by direct reference to the sources, and present the statistics in tabular form :

	January 1941	September 1947	Cent increase	Percent increase
BLS average at straight time hourly earnings, production workers in manufacturing industries.....	\$0.664	\$1.209	\$0.545	82
Vehicle employees, New York City Department, Railway Express, average straight time hourly earnings ¹960	² 1.484	.524	54.6
NICB average hourly earnings, 25 manufacturing industries.....	.759	1.383	.624	62
Vehicle employees, New York City Department, Railway Express, average hourly earnings.....	.973	³ 1.523	.550	56.5
	1929	September 1947	Cent increase	Percent increase
NICB average hourly earnings, 25 manufacturing industries.....	\$0.590	\$1.383	\$0.793	134.3
Vehicle employees, New York City Department, Railway Express, average hourly earnings.....	.609	³ 1.523	.714	86.3

¹ The exclusion of a few garage employees is not important.

² Augmented wage.

³ Approximation of augmented average hourly earnings, i. e., for comparability with NICB data on average hourly earnings, 15½ cents has been added to July 1947 average hourly earnings for vehicle employees, New York City Department. This may understate, but not significantly, the augmented average hourly earnings.

The augmented wage of the vehicle employes nearly holds its own in terms of cent increase when compared with the Bureau of Labor Statistics data for the spread January 1941 to September 1947. It is about 7.5 cents behind the National Industrial Conference Board data for the same period and almost 8 cents behind the National Industrial Conference Board data for the spread 1929 to July 1947.

A far more drastic comparative decline is noted in the column headed "Percent increase." Here the augmented wage would yield the vehicle employees about a 55 percent increase over the period January 1941 to September 1947 whereas both the Bureau of Labor Statistics and the National Industrial Conference Board show an increase of 82 percent. For the period 1929 to September 1947 the National Industrial Conference Board shows an increase of 134.4 percent whereas the vehicle employees would, on the basis of the augmented wage, receive an increase of 88.3 percent for the same spread.

It is not surprising that the percentage increase comparison is more unsatisfactory for the vehicle employees than the cent increase comparison. The practice of increasing wages in equal cents per hour adversely affects the comparative percentage wage increase of workers who, like the Employees, are mainly in a higher wage bracket.

Nor is the effect only comparative. Failure to procure a sufficient percentage increase may cause an absolute deterioration in living standards during a period of rising prices. For example, from January 1941 to September 1947 the cost of living index increased 62½ percent whereas the straight time earnings of the vehicle employees would show an increase somewhat under 55 percent over the same period after giving effect to the augmented wage.

It must be observed, however, that these comparisons juxtapose local wage data for Railway Express employees with national data for all manufacturing as recorded by the Bureau of Labor Statistics and the National Industrial Conference Board. Similar data, in terms of all Railway Express employees as of April 1947, have been weighed by the Edwards board,⁴ whose recommendation of a 15½-percent wage increase has been accepted by the International Union for all areas other than the area covered by the local agreement. We are forced to conclude that these comparisons, now, can at best serve as background for a special argument. Such an argument, being based on local custom, might introduce new and particular material which would justify singling out the employees here involved for exceptional treatment.

The special wage argument of the Local Unions relates to the wage scale of other teamsters in the metropolitan area of New York and particularly to the wages of drivers who are the most numerous subclass in the general teamster class. They are also the subclass ordi-

⁴ The Edwards board, using weekly wages as its criterion for inter-industry comparisons, pointed out that, after giving effect to the augmented wage (1) Agency weekly wages are not out of line; (2) Agency hourly earnings have relatively declined; (3) The result is due to the relatively slight shortening of the Agency work week over the past 18 years. The question of shortening the work week further was not before the Edwards board.

narily used for purposes of wage comparison. The comparison is the more pertinent because the vehicle employee and the other New York City teamsters are affiliated, through their locals, with the same International Union.

The hourly wage rate of drivers in the metropolitan area of New York varies both with respect to the tonnage of the vehicle handled and the industry for which trucking operations are performed. For 3-ton trucks, roughly similar to Agency trucks, the range appears to be from \$1.25 to \$1.61 an hour. But range is of little moment when the mean and the mode are plainly marked. The vast majority of comparable drivers fall within a narrow rate range whose center is the rate under the general trucking contract. Indeed 11,884 (47 per cent) of the 25,341 drivers in Greater New York (which total does not include commission and Agency drivers) are under the general trucking contract with a wage rate of \$1.523 an hour for drivers of 3-ton trucks. The augmented wage of Railway Express driver Employees is \$1.475 an hour.

The Agency has pointed out that, under the Railroad Retirement and Taxing Acts, it pays $5\frac{3}{4}$ percent of Employees' wages for retirement and unemployment insurance benefits contrasted with 3 percent normally payable in other industries and suggests that this $5\frac{3}{4}$ percent differential should be considered an additional wage. Many union contracts provide for benefits such as sick leave, accident and health insurance, hospitalization, and Saturday overtime pay not included in Agency agreements. As previously mentioned in this report, many union contracts provide for night differentials and more liberal holidays and vacations. All such items increase the labor cost of the employer and may, in a sense, be construed as augmenting the wages of the employees. There is no calculus by which this mass of differences can be computed. By practical necessity wage comparisons are a thing apart.

The record justifies the finding that the augmented wage of driver Employees is about 5 cents an hour below the wage rate of other drivers in the metropolitan area of New York.

It does not follow that the augmented wage should be increased 5 cents an hour. A 5-cent adverse local wage differential does not in itself betoken so decisive a difference in local custom as to justify disregarding the uniform hourly wage increase of $15\frac{1}{2}$ cents accepted by all other segments of the Agency's employees and included in the augmented wage of the Employees. Before reaching a conclusion, it will be necessary to examine the request of the Local Unions for a change of hours which is closely connected with their wage demand.

The Employees presently work a 44-hour-6-day week. They work $7\frac{2}{3}$ hours a day, Monday through Friday, and $5\frac{2}{3}$ hours on Saturday.⁵

The Local Unions demand a 40-hour-5-day week. They ask for an 8-hour day, Monday through Friday. Under their demand Saturday and Sunday would be days of rest, and work performed on Saturday and Sunday would be paid at time and one half the straight time hourly rate.

In support of this demand the Local Unions point out that the vast majority of organized workers in the metropolitan area of New York enjoy a 40-hour-5-day week. Indeed, such has been the progress of the 40-hour week in Metropolitan New York, particularly during recent years, that the 40-hour week is conventional practice today in fields exempt from the operation of the Fair Labor Standards Act. For example, most teamsters are exempt, yet more than 95 percent of the metropolitan teamsters, other than Agency employes, presently enjoy a 40-hour week, Monday through Friday, though as little as 2 years ago 73 percent of these same teamsters worked more than 40 hours. And the Union adds that it was because of these changes that the case before the Board differs sharply from the cases before the Stacy and Swaim boards in 1945 when these boards refused the request of the Local Unions for a 40-hour week.

Clearly, however, the objections of the Swaim board and the Stacy board rested mainly on a distinction between the functioning of an ordinary business and the functioning of the Agency. An ordinary enterprise has a discontinuous operation. Within broad limits it can confine this operation to particular work days. If Saturday is made a penalty day, it can avoid the penalty by not working on Saturday. The Agency has a continuous operation and, since some work must be performed on Saturday, making Saturday a penalty day would increase the average hourly earnings of the employes and penalize the Agency. As the Swaim board said:

The business of the Express Agency necessitates work to be done on each day of the week, and even though Saturday is a short day, there is still need for working hours on that day. It would not be feasible to eliminate the Saturday work altogether. Since the work, therefore, must go on, the suggested changes would only result in an increase of wages.

The distinction pointed out by the Swaim board and the Stacy board remains valid today, even though the local volume of the Agency's Saturday business has decreased further since 1945.

Local practice in enterprises involving continuous operation recognizes the same distinction. Data gathered by the Board, to which

⁵ About 60 "continuous operation" employes work at straight time on Sunday and have Saturday as their day of rest. They have, without loss of accuracy, been disregarded in the analysis that follows.

further reference will be made hereafter, show that such enterprises rarely allow penalty pay on Saturday. Such a group may more appropriately be compared to the Agency than the undifferentiated group comprising all local employees.

The Board, therefore, does not recommend a 40-hour-5-day week with Saturday as a penalty day.

However, in the course of the hearings, the Local Unions intimated that, if they could not procure a 40-hour week in the form they preferred, they would accept a 40-hour-5-day week, Monday through Saturday.⁶

Under such a workweek all Employees would work 5 days a week and 8 hours a day. Every Employee would have 2 days of rest but those days of rest would be different for different employees. They would not necessarily include Saturday, and Saturday would not be a penalty day. Such a schedule is called a staggered workweek.

The data collected by the Board in respect to enterprises under continuous operation are contained in appendix C attached to this report. The industries covered are utility companies, telegraph, telephone, building maintenance, hotels, and newspapers. The list includes such major enterprises in the New York area as Consolidated Edison, New York Telephone Co., Western Union Telegraph, New York Times, and the Herald Tribune.

In this highly comparable group of continuous-operation industries the staggered 40-hour-5-day workweek is overwhelmingly the rule. The relatively unimportant exceptions vary as much in the direction of a lesser workweek or a penalty Saturday as they vary in the direction of more hours or more days. In fact, with the exception of hotel tip employees and building maintenance apartment-house employees, no companies listed in the appendix schedule more than a 40-hour-5-day week.

It should be noted that one group of important services has been omitted from appendix C, namely the group comprising parcel post, forwarding companies, less-than-carlot freight and air freight. These are the services which the Agency names as its sole competitors. The workweek types of these services are:

Parcel Post.....	5-day-40-hours, staggered.
Forwarding companies..	5-day-40-hours, Saturday penalty.
Less than carlot.....	5-day-40-hours, Saturday penalty.
Air freight.....	5-day-40-hours, staggered (except where forwarding companies schedule applies).

⁶ The reference is to hours only. Though the Local Unions also intimated that they were prepared to take less than the \$16 per week wage increase demanded, they never suggested that they were prepared to accept the augmented wage alone, whatever the form of the work week.

It should also be noted that data respecting transit companies are not included in appendix C and that most transit companies work a 44-hour or 48-hour-6-day week. Outside of New York City the 40-hour week is not uncommon for transit employees. Local practice of a longer workweek is often attributed to the dominant force exerted by working conditions maintained by the municipally owned New York City Transit System, which conditions in turn are influenced by the city's finances.

Moreover, the 40-hour week is not an unmixed blessing for the worker. Indeed, the compulsive force of the demand for the 40-hour week and 2 days of rest is evidenced by the fact that the request is often made in the face of diminished take-home pay or, what amounts to the same thing, a failure to get an otherwise procurable increase. And this is particularly true when Saturday is not made a penalty day. It should therefore not be taken for granted that, in all instances where a 6-day week is scheduled under continuous operation, the employe would prefer a shorter workweek.

The adverse effect of the 40-hour week is sharply indicated by the fact that the augmented weekly straight-time wage under the present 44-hour week would be \$64.90 whereas under the 40-hour staggered week it would only be \$59.00, a diminution of \$5.90 or 9 percent.

The effect on the Employes is not advanced by the Board as a reason for refusing the demand. If the demand for a 40-hour-5-day staggered workweek reflects the almost standardized practice of metropolitan continuous operations, and it does; if the vast majority of organized metropolitan employes enjoy more advantageous hours, as they appear to do; if the analysis that follows proves that the 40-hour-5-day workweek is feasible for the Agency, and if the Local Unions that have weighed the cost are prepared to pay the price, then the need for an adjustment to a pervasive local custom becomes compulsive and the failure to provide such an adjustment would result in the continued pressure that accompanies the frustration of a legitimate desire.

The Board recommends a staggered 40-hour-5-day workweek, to be installed as expeditiously as possible.

The effect of the staggered 40-hour week on the weekly wages of the Employes has been mentioned already. The effect on the labor costs of the Agency will now be considered. We first address ourselves to the important changes in Saturday costs.

The Agency's business can be divided into two parts: (1) Shipments handled and (2) loads moved between railroad terminals. The Agency estimates that approximately 90 percent of labor time is used in handling shipments (pick-up or delivery, and attendant transfer between assembly points and rail terminals), 10 percent in moving loads between terminals. The Local Unions have submitted data

which indicate that as little as 5 percent of labor time is used in moving loads between terminals.

During the year 1947 up to November 1, the relationship of shipment handlings on Saturdays to other days averaged 28.12 percent in the New York City Department.⁷ Since loads moved between terminals are fairly constant for all days, it may be said that Saturday business averages around 35 percent of normal business under the Agency's estimate or 31 percent under the Local Unions' estimate.

Under the present terms of the local agreement the Agency is compelled to schedule all workers, Monday through Saturday. The daily schedule, Monday through Friday is $7\frac{2}{3}$ hours. The Saturday schedule is $5\frac{2}{3}$ hours. On Saturday 74 percent of normal work hours are used to handle 35 percent or less of normal business.

During the year 1947 up to November 1, the relationship of shipment handlings on Saturdays to other days averaged 66.8 percent in all departments throughout the country other than the New York City Department. Assuming constancy of loads moved between terminals, Saturday business in all departments except the New York City Department averaged around 70 percent of normal business or, in other words, roughly double the corresponding figure in the New York City Department.

The comparison is interesting for two reasons. In the first place it indicates the enormous relative stride of the 5-day week in New York and tends to justify a special hour rule in the local agreement. The Agency accepts all the business it can get everywhere. It gets relatively far less Saturday business in New York because so many of its New York customers close their business on Saturday.

In the second place, though teamsters outside of New York work 74 percent of their normal work hours on Saturday, just as New York teamsters do, the outside teamsters, probably with the help of some overtime, carry double the relative Saturday work load of the New York teamsters.⁸

Moreover the proportion of Monday through Friday hours to Saturday hours, namely the proportion of $7\frac{2}{3}$ hours to $5\frac{2}{3}$ hours, with the entire work force utilized, has remained constant under the local agreement since May 11, 1939 when the 48-hour week was replaced

⁷ The New York City Department is an operating division of the Agency, including an area slightly more extensive than the New York Metropolitan District which is the collective bargaining division under the local agreement. The Agency does not have separate data on loads and shipments for the New York Metropolitan District, and presents the data on the New York City Department as governing for the New York Metropolitan District.

⁸ The relationship of all overtime hours (Sundays and holidays included) to total hours is 4.8 percent for New York teamsters and 6.3 percent for all other teamsters. Agency exhibits do not separate outside Teamster cities from other outside cities in respect to relative Saturday work load. We assume that Teamster cities follow the general outside average.

by the 44-hour week. But during the past $8\frac{1}{2}$ years the proportionate Saturday work load has remained far from constant. On the contrary, there has been a heavy shrinkage in the volume of Saturday business. If we assume, as we properly may, that the proportion of $7\frac{2}{3}$ hours to $5\frac{2}{3}$ hours represented an approximately just allocation of hours to work load on May 11, 1939, it must represent a gross imbalance today.

It is not implied that a reduction in work load should bring a corresponding reduction in hours of work. There is an implication, however, that the New York spread is far too great and that the only reason why the full complement of Saturday work hours has been maintained, in the face of a falling volume of Saturday business, is that the Agency, under the local agreement, is powerless to effect the appropriate reduction in its Saturday work force. And it is observed as a pregnant fact that such a reduction is permissible and practicable under a staggered workweek.

These implications are supported by the testimony of the parties. Witnesses for the Local Unions testified that Saturday idleness was common and that for long periods of time vehicle employees had no work to do. Mr. J. F. Ross, general manager of the Agency's New York City Department, testified that 60 percent of the daily force would be required on Saturday under the Local Unions' demand for a constant 8-hour day. Mr. Ross said:

The figure of 60 percent is the best estimate I can make as to the number of people that we would have to have out to cover all the routes, to attempt to make all the deliveries we can, to move all the transfer that is necessary and carry on the operations.⁹

It will be observed that the daily work force adjusted to an 8-hour day will be 95.84 percent of the present work force working $7\frac{2}{3}$ hours a day. (This is because $0.9584 \times 8 = 7.667$). Therefore, on the assumption made by the General Manager of the New York City Department—

95.84 percent $[(5 \times 8 \text{ hours}) + (60 \text{ percent of } 8 \text{ hours})]$ A

will, under the 40-hour week, dispose of the same work load as is presently disposed of by

100 percent $[(5 \times 7\frac{2}{3} \text{ hours}) + (100 \text{ percent of } 5\frac{2}{3} \text{ hours})]$ B

Reducing these two expressions we get:

42.936 hours ----- A¹

44.000 hours ----- B¹

⁹ It should be noted that this 60 percent estimate is based solely on Saturday work load and business demands. The witness testified that he did not include in his Saturday estimate the additional 20 minutes work at straight time the Agency would gain if the work day were increased from Monday through Friday from $7\frac{2}{3}$ hours to 8 hours.

In other words, owing to the greater economy in the use of Saturday labor due to the elasticity of the staggered work week, 42.936 paid straight-time hours will dispose of the work which presently costs 44 paid straight-time hours.

To take care of this work load the Agency is prepared to pay drivers the adjusted wage of $\$1.47\frac{1}{2} \times 44 = \64.90 .

Under the staggered workweek, the agency can therefore, without loss, pay the drivers $\frac{64.90}{42.936} = \$1.51$ an hour.

Though, as stated above, the manager of the Agency's New York City Department estimated that 60 percent of the daily workforce would be required on Saturday under the 8-hour day, he also said a little later in his testimony:

If this 40-hour week were effective in our industry we would immediately go to work and probably over a period of time find a way to get away from using 60 percent on Saturday.

If the efforts of management were successful to the extent of substituting 55 percent for 60 percent in expression A, the value of A as shown in A¹ would be reduced from 42.936 hours to 42.553 hours. Under the staggered work week the Agency could then, without loss, pay the drivers \$1.525 an hour.

The salutary elasticity introduced by the staggered workweek will not be confined to the Saturday operation. The staggered workweek will also permit a varying workforce on other days and may thus relieve the pressure, and perhaps minimize the overtime, on Mondays and Fridays which are the peaks of the weekly workload. Aside from this advantage Mr. Ross testified that some present overtime payments would be eliminated through the increase of the workday from 7 $\frac{2}{3}$ hours to 8 hours and added that allowance was made for this saving in preparing the Agency's cost estimates of the Local Unions' demands. Unquestionably overtime is saved when the workweek is extended and if straight time hours were extended far enough overtime would disappear. However, the Agency's calculation of eliminated overtime hours is not clear and we refrain from making an estimate of the saving. We note, however, that this indeterminate favors the Agency.

The Agency's estimate of required Saturday labor is predicted on no rearrangement of routes on Saturday although Saturday shipment handling averages 28.12 percent of normal and dropped as low as an average 20.13 percent of normal for the 10 summer weeks, June 23, 1947, through August 30, 1947. The predicate is based on the belief that rearranging routes 1 day a week may prove impractical and that vehicle employees would have the right to refuse to be

rerouted. We do not know the respective weight given to these different reasons. We recommend, however, that the Agency be empowered to rearrange its routes on Saturday. Possibly the experiment will be tried when the legal impediment is removed.

It is true that the presence of these imponderables, as well as the Local Unions' testimony in respect to the extent of Saturday idleness and the previously mentioned data concerning the very low relative volume of Saturday business, point in the direction of Saturday work hours less than 55 percent of normal. On the other hand, the Agency has properly urged that great weight must be given to the estimates of Mr. Ross who is well qualified and fully experienced. Furthermore we recognize that the indeterminates in the problem cannot now be adequately pondered. Their effect can more appropriately be measured through actual experience under the staggered workweek. We believe that substantial justice will presently be done by estimating Saturday hours at 55 percent of normal under the staggering workweek, and disregarding the imponderables.

The record supports the conclusion that, under the recommended staggered workweek, a straight-time wage rate of \$1.52½ an hour for drivers will involve no greater labor cost than the augmented wage rate of \$1.47½ an hour under the present hour rule. Furthermore, a weekly straight-time wage rate of \$61 for drivers will be \$3.90 or 6 percent less than the \$64.90 weekly straight-time pay which these same drivers would receive under the augmented wage and the 44-hour week.

The Board recommends an increase in the straight-time wage rate of all classifications of Employees of 15½ cents an hour (the wage increase proffered by the Agency) until the 40-hour staggered workweek is made effective. The Board further recommends that an additional 5 cents an hour be paid when the 40-hour staggered workweek is installed.¹⁰ The Agency will thus, without additional expense, partly offset the ensuing diminution in the weekly straight-time wages of the Employees. Though the Employees must pay to secure the valued 5-day week, the price should not be greater than equity prescribes.

The full benefits of the staggered workweek are not secured for the Employees unless they receive two consecutive days of rest. On the other hand, days of rest must be governed by the requirements of the Agency's work. The Board recommends that, to the extent possible, the 5-day week should be scheduled to allow 2 consecutive days of rest.

¹⁰ Mr. Swacker takes judicial notice of the present national economic situation and holds that this is not the appropriate time to curtail the hours of labor or encourage their curtailment by a compensating increase in the hourly wage rate. He has refrained from entering a formal dissent and has signed this report, notwithstanding this reservation, because he concurs in the reasoning of the opinion and because the suggested 5 cents additional wage increase involves no added cost to the Agency.

A special argument of the Agency in opposition to a local 5-day week must be mentioned. The Agency urges that it is unrealistic merely to weigh the merits and demerits of a local 5-day week since it is certain that a 5-day week permitted in the metropolitan area will be extended to its employes in all other areas, and the Agency cited the Agency history of the 44-hour week in support of its contention. We quote from the summation of Mr. Hartung, vice president and counsel of the Agency:

Throughout our case runs one other thought, one of tremendous significance and which, as we have shown, has been recognized and has been given controlling effect by Emergency Boards, namely, that whatever beneficial provisions have been granted to one group of our employees represented by one labor organization eventually have had to be granted to all other employees. A most striking instance of this, and one directly on all fours, was the granting of the 44-hour week in lieu of the former 48-hour week, to this same group of vehicle employees in the New York Metropolitan District, and which later had to be extended to all Express employees. Then, as now, it was urged that the shorter workweek should be granted to meet a purely local condition.

Mr. Hartung's summation was of course made without knowledge of our findings. In the light of our recommendations, his "striking instance * * * on all fours" does not afford a parallel. We will repeat two of Mr. Hartung's supporting quotations, supplying emphasis and appending our comments.

Mr. Hartung quoted the Devaney board as saying:

At the very minimum the 44-hour week must now be granted to all vehicle employees within the jurisdiction of the Clerks, *without reduction in compensation.*

This important conclusion of the Devaney board, affecting the Clerks, was based on the fact that the Local Unions and later the Teamsters International Union had been granted a 4-hour reduction in the workweek *without reduction in weekly pay.* We, on the contrary, have recommended that the hourly wage rate of the Employees should remain at the augmented wage level (save for a 5-cent adjustment which the Agency can pay out of savings) and that *the weekly wage should be reduced accordingly.*

Mr. Hartung quoted the Devaney board as saying:

No drawing of a line between the employees working in larger and employees working in smaller places is practicable or feasible. Nor does this Board regard it as constructive or proper to draw a line between vehicle employees and (other employees).

We have drawn no such lines. We have, on the contrary, distinguished the local situation by important differences in the Agency's operation which, in turn, are the result of vital differences in local custom.

It is far from self-evident that other Agency employes, working in other localities and subject to varying customs, will desire a changed workweek that involves a large cut in their take-home pay, or that a Board would award or recommend a 5-day workweek on the mere theory that what is appropriate in one area is appropriate in all areas though conditions in the discrete areas, which directly affect the Agency's operation, are sharply distinguishable.

The recommendations of the Board can not reasonably be construed as setting a precedent for other areas in which the Agency operates.

A related problem must also be considered. The Agency urges that, though the rule of stare decisis does not govern the Board, there are convincing reasons for the Board to follow the findings or recommendations of other Boards in disputes arising under the Railway Labor Act. The Agency quoted at length from a memorandum of Mr. Lloyd Garrison attached to Award 1680 of the National Railway Adjustment Board, Third Division. Part of a pertinent paragraph quoted by the Agency follows:

If a case is presented involving the same controlling facts and the same rule as were involved in a previous award, and the same data and material arguments are presented as were presented in the previous case, the award in the previous case should be followed.

Aside from the fact that Adjustment Board awards affect the interpretation of an existing contract while recommendations of an Emergency Board affect reaching of a new agreement, we need not pass on the degree of applicability of the rule of stare decisis in any cases arising under the Railway Labor Act. It is sufficient to point out, not only that the instant case does not involve the same controlling facts as were involved in previous cases and that our recommendations are based on important distinguishing data, but also that our recommendations are in no way opposed to the awards and recommendations of other Boards.

In 1945, for example, the Swaim and Stacy Emergency Boards passed on the demand of the Local Unions for a 5-day-40-hour week with Saturday and Sunday as days of rest. Both of these Boards found that it would not be feasible to eliminate Saturday work and recommended that the Local Unions' demand should be denied. We have made the same finding and the same recommendation. In the instant case, however, the Local Unions intimated that they might be willing to accept a staggered 5-day-40-hour week. Because such a week would not eliminate Saturday work at straight time pay, because it would increase the efficiency of the Agency's local operation and because it accords with a pervasive local custom, we have recommended its adoption. This practical, local recommendation is in no

way repugnant to the recommendations of the Swaim and Stacy Boards.

Our conclusions are based on the conditions that prevail in the New York metropolitan area today. Though we deny that our recommendations create a precedent for other areas or other classes of employees, we are not passing, in one way or another, on the general application of the staggered workweek nor, for that matter, on the general admissibility of a penalty Saturday. We have reviewed the proposed changes in a local agreement and reached a conclusion on narrow grounds which relate to present distinguishable customs and operations. Arguments that we have dismissed as inappropriate in a local setting may perhaps be appropriately urged before another tribunal.

SUMMARY OF RECOMMENDED RULES CHANGES ON HOURS AND WAGES CONFORMING WITH THE RECOMMENDATION FOR A 5-DAY STAGGERED WORKWEEK, MONDAY THROUGH SATURDAY

Rule 6, Bulletin.—In first paragraph of present rule, substitute “days of rest” for “day of rest” as one of the items shown in bulletining new positions or vacancies. Local Unions’ request for deletion of “day of rest” was predicated on their proposal for a 5-day workweek, Monday to Friday, which the Board does not recommend.

Add to the note:

It is understood and agreed that the work runs scheduled for Saturday need not be the same as those scheduled for week-day operations on Monday through Friday.

Rule 7, Bidding.—Retain without change present note which permits Saturday starting time to be 1 hour earlier or later than on balance of week. Local Unions’ request for deletion of this phrase was predicated on their proposal for a 5-day workweek, Monday to Friday.

Rule 9, Notified or Called.—Retain present exemption from 4-hour minimum work guarantee for Sunday or Holiday assignments extending it as indicated by the underlining: “This rule shall not apply to Sunday or other day of rest or holiday assignments.” An 8-hour work guarantee for Sunday or Holiday assignments is presently provided in rules 27 and 28. Local Unions’ request for deletion of the present exemption was predicated on their proposal for a 5-day workweek, Monday to Friday.

Rule 22, Period of Work.—Substitute for the present first paragraph of rule 22 the following paragraph:

The basic work week shall consist of 5 days of 8 consecutive hours each, exclusive of meal period, during the period from Monday to Saturday.

In the next paragraph, retain the paragraph of the present rule with the conforming change indicated by the underlining:

Five days shall constitute a week's work, excepting this number of days shall be reduced in a week in which a holiday occurs by the number of such holidays.

The next two paragraphs, referring to a full day's pay guarantee for regular employee and stipulating the guarantee for hourly employees (6 hours if used 4 hours, full day if used more than 6 hours), are to be repeated as they appear in the present rule.

Add the following note:

NOTE.—The management agrees that to the fullest extent possible the 5-day workweek will be scheduled to permit two consecutive days off, but it is understood that there is no mandatory requirement for two consecutive days off and that the scheduling of days off must be governed by the requirements of the Agency's work.

Rule 22-A, Period of Work—Garagemen.—The Local Unions' request for elimination of this rule is recommended, rule 22-A being subsumed by the recommended rule 22.

Rule 24, Overtime.—Retain the present rule and note with the conforming change indicated by the italics:

Work performed in excess of the number of hours constituting a day's work *or in excess of the number of days constituting a week's work* (as indicated in Rule 22) shall be paid at time and one half times the hourly rate, and shall be paid on actual minute basis.

Rule 27, Sundays.—Retain without change the first sentence of the present rule, which stipulates that Saturday instead of Sunday is the day of rest for continuous operation employees, who are to be paid time and one-half if they work on Saturday.

Revise the second and last sentence as indicated by italicized phrase:

All other employees working on Sunday not necessary to the continuous operation of the carrier, *or working on their other scheduled day of rest*, will be paid at the rate of time and one half time, and in either case, such employees will be guaranteed a minimum of a full day's pay, at time and one half rate.

The Local Unions' request that Saturday and Sunday as such be premium days is denied.

Rule 28, Holidays.—Add a second paragraph to the present rule:

When any of the previously listed holidays falls on an employee's day of rest, and is not worked, it shall be paid for at the straight time rate; if worked, time and one half additional pay will be allowed for a full day.

Local Unions' request for holiday pay when any of the listed holidays falls on a Saturday was predicated on their proposal for a 5-day workweek, Monday to Friday.

Rule 33, Wages.—Revise as shown below by italicized rates the minimums stipulated in the present rule, by adding 20½ cents per

hour to the prior hourly rate (prior weekly rate divided by 44) and multiplying the sum by 40:¹¹

It is understood and agreed that the minimum wage scale under this agreement is ratified and confirmed as follows:

	<i>Per week</i>
Money deliverymen -----	\$63.20
Drivers -----	61.00
Helpers -----	53.00
Garagemen, class 1 -----	53.80
Garagemen, class 2 -----	51.40

MISCELLANEOUS CHANGES

Title and preamble.—The Local Unions suggested certain changes in the title and preamble and a conforming change in rule 34, the chief effect of which would be to make the local agreement applicable in “Greater New York and vicinity” instead of, as presently worded, in “the New York-Metropolitan District of New York”.

We recommend no change in the title and preamble and in rule 34 of the present agreement.

The present wording of the title and preamble and of rule 34 appears adequate since both the Agency and the Local Unions agree that the New York-Metropolitan District of New York embraces the five boroughs of Greater New York and Hudson County in New Jersey. The parties also agree that sections within that area are not presently under the jurisdiction of the Teamsters Union will fall under its jurisdiction and be subject to the Teamsters’ International and Local Agreements as soon as the majority of the employees in such sections hold membership in the appropriate Teamster local.

¹¹ For ready reference, the weekly and hourly scales, present and recommended, proposed by the Local Unions and counterproposed by the Agency, are shown. The Agency’s offer represents the augmented wage.

WEEKLY

	Present ^a	Recom- mended ^b	Union Proposal ^b	Agency Offer ^a
Money deliverymen -----	\$60.59	\$63.20	\$76.59	\$67.41
Drivers -----	58.10	61.00	74.10	64.92
Helpers -----	49.36	53.00	65.36	56.18
Garagemen, class 1 -----	50.09	53.80	66.09	56.91
Garagemen, class 2 -----	47.62	51.40	63.85	54.44

HOURLY

	Present ^a	Recom- mended ^b	Union Proposal ^b	Agency Offer ^a
Money deliverymen -----	\$1.375	\$1.58	\$1.915	\$1.53
Drivers -----	1.32	1.525	1.85	1.475
Helpers -----	1.12	1.325	1.635	1.275
Garagemen, class 1 -----	1.14	1.345	1.65	1.295
Garagemen, class 2 -----	1.08	1.285	1.595	1.235

^a 44-hour week.

^b 40-hour week.

With respect to Nassau and Suffolk Counties, which the Local Unions propose to bring under the local agreement, the Board notes that the Brotherhood of Railway Clerks assert an interest, in part evidenced by their letter of November 11, 1947, which was read into this record on November 14, 1947. The Board is not passing on the extent or effect of that interest. It merely concludes that it cannot with propriety consider a matter in which the Clerks claim an interest and have not been heard.

Rule 6, Bulletin.—The Local Unions proposed amending the last sentence of the second paragraph to read "Copies of all bulletins and awards will be furnished to the Local Union" instead of "to the duly accredited representatives".

The Board recommends that the present wording be amended by substituting "Local Unions" for "duly accredited representatives". Notices of this kind, bearing on bulletins and awards of new positions or vacancies, are appropriately sent to the Local Unions themselves.

By amended request, the Local Unions asked a second change, in the note, designed to give the employee the privilege to retain his assignment in the event of any unusual change in such assignment. Under the present wording of the note, but not under the present practice, unusual changes are deemed to abolish the position and thus relegate the employee to his seniority rights.

The Board recommends that the note be amended to read as follows:

Schedules in pick-up and delivery service shall be deemed to cover certain book runs, and any unusual change in such assignment shall give the employee the right either to retain the assignment as amended or to exercise his seniority rights.

This recommendation represents present practice. In the opinion of the Board, it also represents sound practice. There appears to be no reason why an assignment should be lost merely because it has been amended.

Rule 10, Reduction in Force.—The local Unions requested the addition of an opening sentence:

Forces will be reduced according to seniority.

The Board recommends amendment of the present rule by inserting an opening sentence:

Force reductions shall be accomplished in inverse order of seniority, recalls in order of seniority.

The insertion of the recommended language would not limit the Agency's power to refuse to grant a position to an unqualified employee. The Agency's necessary rights in this respect are clearly stated in paragraph B of the present rule 7.

The substance of the Local Unions' request is approved because it reflects a reasonable and common practice. It was, in fact, the practice of the parties until it was unilaterally changed by the Agency in May 1946.

No sufficient reason was offered why the practice should not be revived and made explicit. True, a senior employe laid off through job reduction could still assert his rights by bumping. However, he ought not be forced to go through that unpleasant procedure if his job in reality continues to be operative.

Rule 31, Vacations.—The present practice is to disburse vacation pay when the employe returns from vacation, and the Local Unions asked that vacation pay be granted in advance. The Board recommends this change since advance vacation pay is often important for the men involved.

The Local Unions also proposed that vacations should not be given earlier than June or after September to an employe with 5 years or more seniority. On this matter the agreement presently stipulates that a man with more than 10 years service will not be granted a vacation earlier than April nor later than October. The Board recommends no change here because it would be impracticable to assign vacations within a 4 month period to 61 percent of the personnel, that being the percentage currently of employes with 5 years or more seniority.

Finally, the Local Unions asked that in the case of the death of an employe the nearest of kin be compensated for the vacation pay, this claim to be granted if the employe is eligible for vacation and has died within the year and had received no vacation. Without regard to the merits of the request, the Board does not recommend that the Agreement be changed in this respect, the matter not being of sufficient importance to go against the national agreement.

The Board does recommend a change required to conform to vacation rule with our earlier recommendation for a staggered 5-day-40-hour workweek. The purpose of the present vacation rule is to provide 1 week's vacation after 1 year of service and 2 weeks after 5 years' service. The rule presently stipulates the vacation allowances as 6 and 12 working days. We recommend that the stipulation be changed from 6 to 5 working days and from 12 to 10 working days, these being the number of working days that constitute 1 and 2 weeks under a 5-day workweek.

Retroactivity.—The Agency proposed September 1, 1947, as the effective date for a wage increase, and the Local Unions asked that all changes be retroactive to June 26, 1947. The Local Unions cited June

26, 1947, as the date on which the Agency first considered the proposals to change the local agreement. The Agency referred to July 12, 1947, as the date of receipt of the combined proposals from the Local Unions.

In view of the 30 days' advance notice of rule changes required by the local agreement, and the additional 30-day period ordinarily contemplated under the Railway Labor Act for consideration by an Emergency Board, this Board recommends September 1, 1947, as a reasonable and appropriate date for the wage adjustments. The Board notes incidentally that this date corresponds with the date on which the Agency made wage adjustments effective for all its other employees throughout the country.

The recommended rate of retroactive pay increase is 15½ cents. The additional 5-cent hourly wage adjustment we recommend is coupled with the recommended 40-hour staggered workweek; that additional 5 cents is therefore to be made effective simultaneously with the installation of the 40-hour staggered workweek.

The contract language recommended by the Board on this matter will take the form of a note appended to Rule 35, Terminating Clause:

NOTE.—A general wage increase of 15½ cents per hour shall be made effective as of September 1, 1947. An additional 5 cents per hour wage adjustment, resulting in the wage scales stipulated in rule 33, shall be made effective simultaneously upon institution of the staggered 5-day-40-hour week.

The Board appreciates, as surely the parties will, that the transition from the 44-hour week to the staggered 40-hour week must be made promptly but cannot be made immediately. The Agency must have time to devise the rescheduling and rerouting entailed by the new workweek. The Board urges upon the Agency a speed consistent with soundness in its deliberations, to the end that the Employees and the Agency may be operating as soon as possible under the new workweek.

APPENDIX A—WITHDRAWN AND ADJUSTED DEMANDS IN LOCAL AGREEMENT BETWEEN RAILWAY EXPRESS AGENCY, INC., AND EMPLOYEES REPRESENTED BY LOCALS 459 AND 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, A. F. OF L.

RULE NUMBER—WITHDRAWN OR ADJUSTED DEMANDS

1. EMPLOYEES AFFECTED

During mediation both parties withdrew requests for changes in the rule and agreed to retain the present rule unchanged.

2. CLASSIFYING POSITIONS

During mediation both parties withdrew requests for changes in the rule and agreed to retain the present rule unchanged.

3. DUTIES OF VEHICLE EMPLOYEES

During mediation both parties withdrew requests for changes in the rule and agreed to retain the present rule unchanged.

3A. DUTIES OF GARAGEMEN

During mediation Local Unions withdrew requests for changes in the rule and agreed to retain the present rule unchanged.

6. BULLETIN

First paragraph.—During mediation Agency agreed to accept Local Unions' proposals to amend the present rule so that the bulletin will show type of vehicle (gas, electric, or tractor), and to add a new sentence reading: "Pick-up and delivery runs must show book number to advise applicant as to district covered by position." The Local Unions withdrew their request for deletion of "duration of meal period."

Second paragraph.—During mediation Agency agreed to accept the Local Unions' proposals to amend the present rule so that in posting the name of the successful applicant his seniority date shall be stated.

New third paragraph.—During mediation the parties agreed to amend the present rule by adding the following: "An employee awarded a tractor schedule shall not be transferred to a four-wheel vehicle during his tour of duty except in case of a break-down or emergency." The Local Unions withdrew their other requests bearing on a new third paragraph.

Note.—During mediation the Agency withdrew its request to eliminate the note and agreed to amend, as per the Local Unions' request, the beginning of the present note to read: "Schedules in pick-up and delivery service shall be deemed to cover certain book runs."

7. BIDDING

First paragraph.—During mediation Local Unions withdrew proposed changes and agreed to retain the present paragraph unchanged.

Paragraph A.—During mediation Local Unions withdrew proposed changes, and agreed to retain the present paragraph unchanged.

Paragraph B.—During mediation the Agency agreed to accept the Local Unions' proposal to amend the present paragraph so that employees awarded bulletined positions will be allowed 30 days in which to qualify as to fitness and ability.

Paragraph C.—During mediation the Agency agreed, as per the Local Unions' request, to amend the present paragraph by inserting a provision for posting the seniority date of the successful applicant.

Proposed new paragraph D.—During mediation the Agency withdrew its request for a proposed new paragraph D.

Note.—During mediation the Agency withdrew its proposal for changes in the present note.

8. CHANGE OF STARTING TIME

First paragraph.—During mediation the parties withdrew their proposed changes and agreed to amend the present paragraph in only one respect, i. e. to provide 72 hours notice of the change in a fixed starting time.

Second paragraph.—During mediation the Agency withdrew its proposed changes, and agreed to retain the present paragraph unchanged.

Proposed new third paragraph.—During mediation the Agency withdrew its request for a proposed new third paragraph.

9. NOTIFIED OR CALLED

First and only paragraph.—During mediation the Agency withdrew its proposed changes and agreed to amend the present rule, as per the Local Unions' proposal, so that the first sentence will read: "Employees notified or called to perform work, including to report on accidents, not continuous with, before or after the regularly assigned work period shall be allowed a minimum of 4 hours at time and one-half time rate."

Note.—During mediation both parties withdrew their proposed changes and agreed to eliminate the note, the Agency further withdrawing its proposals for an entirely new note.

10. REDUCTION IN FORCE

First paragraph.—During mediation the Agency agreed to the Local Unions' proposal to amend the present rule by changing the 36-hour notice to 72-hours notice.

Second paragraph.—During mediation the parties withdrew their proposed changes, including the Local Unions' proposal for a new second paragraph, and agreed to retain the present paragraph unchanged.

Third paragraph.—During mediation the Agency agreed to the Local Unions' proposal to amend the phrase "by mail or telegraph" to read "by registered mail or telegraph." The Local Unions withdrew their other proposed changes.

Fifth paragraph.—During mediation the Local Unions withdrew their proposed changes, and agreed to retain the present paragraph unchanged.

Sixth paragraph.—During mediation the parties withdrew their proposed changes, and agreed to retain the present paragraph unchanged.

11. ROSTER

Second and third paragraphs.—During mediation the Local Unions withdrew their proposed changes, and agreed to retain the present paragraph unchanged.

Proposed new note.—During mediation the Agency agreed to the Local Unions' proposal to add a note reading: "A supplementary seniority roster to be given to the duly accredited representatives of new employees every thirty (30) days."

12. DISCIPLINE AND GRIEVANCES

During mediation the Local Unions withdrew their proposed changes in the second and third paragraphs, and agreed to retain the present rule unchanged.

13. HEARING

During mediation the Agency withdrew its request for change in the first sentence, and agreed to retain the present rule unchanged.

14. APPEAL

During mediation the Agency withdrew its proposed changes, and agreed to retain the present rule unchanged.

15. FURTHER APPEAL

During mediation the Agency withdrew its request for change in the first (and only) paragraph of the present rule, and the Local Unions withdrew their proposed new Rule 15, Arbitration. The parties agreed to retain the present rule (consisting of one paragraph) without change as the first paragraph of Rule 15.

Further, the Local Unions agreed to accept the Agency's proposal to add a new second paragraph to Rule 15, reading: "In the event that grievances cannot be settled or disposed of in conference between the duly accredited representative of the employees and the general manager, appeal may be taken within 60 days after declination by the General Manager to a Board of Adjustment to be established pursuant to the provisions of the Railway Labor Act, as amended." The implementing agreement is reproduced here as Appendix B.

16. GRIEVANCES

During the hearings the parties withdrew their proposed changes and agreed to retain the present rule unchanged.

17. ADVICE OF CAUSE

During mediation the Agency agreed to amend the present rule, as per the Local Unions' proposal, by a change in the second sentence, inserting "hearings," following "investigation."

18. EXONERATION

During mediation the Local Unions withdrew their request for elimination of the rule, and agreed to retain the present rule unchanged.

20. EXTENSION OF SENIORITY

During mediation the Agency agreed to amend the present rule, as per the Local Unions' proposals: deleting from the first paragraph "and in the service of the Express Company"; substituting in the second paragraph "representatives" for "representative"; revising the third paragraph to read "Employees who have entered the military or naval service of the United States since the Selective Draft Law of 1940 by enlistment or who are drafted under the law shall be considered on leave of absence and shall retain their seniority rights if asserted within ninety (90) days after release from the service of the United States Government."

21. DULY ACCREDITED REPRESENTATIVE

During mediation the Local Unions withdrew their proposed change and agreed to retain the present rule unchanged.

22. PERIOD OF WORK

During mediation the Agency withdrew its proposed change in the second paragraph, making no proposals to the Board for changes in the present rule.

23. MEAL PERIOD

During mediation Agency withdrew proposed changes and agreed to retain the present rule unchanged.

24. OVERTIME NOTE

During mediation the parties withdrew their proposed changes and agreed to retain the present note unchanged.

28. HOLIDAYS

During mediation Local Unions withdrew their proposal to change holiday pay eligibility from 3 days to 2 days.

29. ATTENDING COURT

During mediation Local Unions withdrew their proposed changes in the note, and agreed to retain the present rule unchanged.

31. VACATIONS

During mediation the Agency withdrew its proposal to eliminate the present paragraph D, making no proposals to the Board for changes in the present rule.

NEW RULE, HEALTH AND SAFETY OF EMPLOYEES

During the hearings the Local Unions withdrew their proposals for paid sick leave and a hospitalization plan.

During mediation the Agency agreed to a partial acceptance of the Local Unions' proposals, adding a new rule on Health and Safety of Employees, as follows: "The health and safety of employees shall be properly protected. Employees of Vehicle Department shall be furnished lockers, water, soap, and towels, and wherever practicable hot water." The Local Unions withdrew their further proposal that an employee should have the right to cease work, due to illness.

33. WAGES

During mediation of the Local Unions withdrew their proposals bearing on inspectors, foremen, and dispatchers.

35. TERMINATING CLAUSE

During the hearings the Local Unions stated that, in the event the Board did not recommend the Unions' full wage and hour proposals, they would withdraw from the Board's consideration the proposal for a new terminating clause which would stipulate a 2 year term for the agreement and permit a wage renegotiation after the first year; and further, that they would accept the Agency's proposal to retain the present rule, with a minor rhetorical change which would make the first paragraph read: "This agreement shall be effective as of ----- and shall continue in effect thereafter until it is changed as provided herein, or under the provisions of the amended Railway Labor Act." Accordingly, this change in Rule 35 becomes effective, since the Board is not recommending the Unions' full wage and hour proposals.

APPENDIX B—IMPLEMENTING AGREEMENT TO ARTICLE 15, LOCAL AGREEMENT

Agreement made and entered into this — day of December 1947, by and between the Railway Express Agency, Inc., hereinafter called the Carrier, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter called the Union, for the establishment of temporary boards of adjustment to handle unsettled grievances.

Whereas the parties hereto are parties to contracts covering employment relations, which contracts contain provisions for the hearing of grievances arising thereunder up to and including declination by the general manager of the Carrier, and it is desired to furnish procedure for a further appeal therefrom, now therefore it is mutually agreed as follows:

1. Whenever there shall remain unsettled any grievance or grievances arising under the terms of the agreements between the parties, either national or local, growing out of the interpretation or application of such agreements concerning rates of pay, rules, or working conditions, which have been handled pursuant to such agreement up to and including the decision of the general manager, upon the request of the duly accredited representative of the employees concerned made within 60 days after declination of such grievance or grievances by the general manager of the Carrier, a temporary Board of Adjustment shall be established, pursuant to the provisions of the amended Railway Labor Act, to hear and determine final appeals from such declination. Such Board may decide any question that may arise as to whether such disputes have been thus handled.

2. Such Adjustment Board shall consist of four members, two to be nominated by the Carrier and the other two by the duly accredited representative of the employees.

3. The nominees shall be designated by each Party to the other within 5 days of the request for the establishment of the Board, and the parties shall agree upon a date not more than 30 days (unless increased by mutual agreement) subsequent to the request when the Board shall convene to hear and determine such appeals.

4. A majority vote of the Board shall be sufficient to render a decision.

5. In the event the Board, as above constituted, becomes deadlocked with respect to any case, a neutral referee shall be added to such Board not later than 30 days after the deadlock occurs.

6. Such neutral referee shall be chosen by the parties, but in the event of their failure to reach an agreement thereon within 5 days of the deadlock, then the National Mediation Board shall be requested to designate someone to act in that capacity.

7. The Board may make its own rules of procedure, including rules as to the place and time of the meeting.

8. Parties to a dispute may be heard either in person, by counsel, or by other representatives of their own choosing as they may respectively elect.

9. The Board shall consider cases submitted to it upon the Statement of Claim which was presented in the field, and each case submitted to the Board must be accompanied by Statements of Facts to be formally exchanged by the parties when the dispute is considered, in which they shall set forth fully the controlling facts involved as each party respectively understands them to be and upon which they rely.

Any case submitted to the Board for decision may be withdrawn from consideration by the party submitting the case.

10. The expenses of the Board shall be paid in the following manner:

a. Each of the parties hereto will assume the salary, traveling expenses, and other compensation of its Board members.

b. Expenses of the Board such as payments to referee, rental, stenographic record of hearings before referee, stationery and printing, shall be assumed equally, half to be paid by the Carrier and the other half by the Union.

11. The Board shall not consider questions concerning:

a. Changes in rates of pay.

b. Changes in rules or working conditions.

12. This agreement shall become effective this _____ day of _____, and shall remain in effect until 90 days' written advance notice shall have been given by either party to the other of its desire to cancel this agreement.

APPENDIX C—HOURS AND OVERTIME PROVISIONS IN UNION CONTRACTS IN CONTINUOUS OPERATION INDUSTRIES, NEW YORK CITY

[Source: Union Contracts]

Company and union	Contract dates	Hours	Overtime
ELECTRIC LIGHT AND POWER			
Brooklyn Borough Gas Co. & Utility Division, Transport Workers Union, CIO.	Feb. 27, 1947-Dec. 31, 1947-----	40 hours, 5 days, Monday-Friday; 37½ hours for some clerical ratings.	1½ for overtime in excess of scheduled work day or work week (straight time up to 40 hours for clerical ratings on 37½-hour schedule); double time for seventh consecutive day.
Brooklyn Union Gas Co. & Utility Division, Transport Workers Union, CIO.	Feb. 26, 1947-Dec. 31, 1947-----	40 hours, 8-hour day; 37½ hours for some clerical ratings.	1½ after 8 hours daily, 40 hours weekly; 1½ for Sunday work, but double time if seventh consecutive day.
Consolidated Edison Co. & Utility Workers, CIO	Jan. 1, 1947-Dec. 31, 1947-----	40 hours, 8-hour day.	1½ after 8 hours daily; 40 hours weekly.
Kings County Lighting & Utility Workers, CIO.	Feb. 25, 1947-Mar. 1, 1948-----	Production department; 40 hours, 8-hour day--- Building maintenance; 40 hours, daily hours same as in effect. Schedule C (apparently clerical): 35 hours----- All 3 groups-----	1½ after 8 hours daily; 40 hours weekly. 1½ after designated hours daily, 40 hours weekly. 1½ after 8 hours daily, 40 hours weekly. Double time for Sunday when not in schedule; 1½ for any other day not in schedule.
Long Island Lighting Co. & L. I. Lighting Co. Employees Representatives Organization, Independent (for office employees, building maintenance, sales and appliance, transportation—including chauffeur-mechanic—personnel, customer accounting).	Nov. 4, 1946-Dec. 31, 1947-----	Office employees: 37½ hours, 7½-hour day, 5 days, Monday-Friday. Others: 40 hours, 5 days, Monday-Friday-----	All classifications: 1½ for overtime in excess of scheduled work day or work week; double time for work on second day of rest if work performed on first day of rest. NOTE: Reference is made to rotating or swing shift on 40-hour schedule, who get 1½ for work on first day of rest, double time for work on second day of rest.
Long Island Lighting Co. & I. B. E. W., A. F. of L. (for electrical production, electrical distribution, gas production, shops, construction).	June 11, 1945-June 11, 1946 (contract extended through Dec. 31, 1947 but data for extended contract not available).	40 hours, 8-hour day, Monday-Friday (but Monday-Sunday for shift employees).	1½ after 8 hours daily, on sixth day worked; double time on seventh day worked if work performed on sixth day.
Nassau & Suffolk Lighting Co. & I. B. E. W., A. F. of L. (for gas production, gas distribution).	Same as above-----	Same as above-----	Same as above.
New York & Richmond Gas Co. & I. B. E. W., A. F. of L. (for all except clerical employees).	July 1, 1947-July 1, 1948-----	40 hours, 8-hour day, Monday-Friday-----	1½ after 8 hours daily, 40 hours weekly.
New York Steam Corporation & Utility Workers, CIO.	Jan. 1, 1947-Dec. 31, 1947-----	40 hours 8-hour day-----	1½ after 8 hours daily, 40 hours weekly.

Queensboro Gas & Electric Co. & Utility
Division, Transport Workers Union,
CIO.

TELEGRAPH

Western Union Telegraph Co. & Ameri-
can Communications Association, CIO.

TELEPHONE

New York Telephone Co. & Traffic Em-
ployees' Association, Manhattan, Long
Island, and Bronx-Westchester Areas,
Independent.

New York Telephone Co. & Telephone
Employees' Organization, Accounting
Department, Independent.

Nov. 4, 1946-Dec. 31, 1947-----

June 18, 1947-Apr. 1, 1948-----

May 5, 1947-May 4, 1948-----

May 5, 1947-May 5, 1948-----

Office employees: 37½ hours, 7½-hour day, 5 days
Monday-Friday (but some exceptions are
placed on 40-hour week).

Mechanical employees: 40 hours, 8-hour day, 5
days Monday-Friday (but where necessary
other days may be worked).

Employees in specified offices (Division Traffic
Superintendent, General Manager, Division
Plant Superintendent, Division Auditor,
Division Stores Manager, N. Y. Repair Shop,
Jersey City warehouse): 35 hours, 7-hour day
Monday-Friday (but 39-hour work week
continued in N. Y. Repair Shop). All others:
40 hours, 8-hour day, Monday-Friday (but
for regular employees in Traffic, Commercial
and Accounting, Plant and Engineering,
Purchasing and Stores, who were hired prior
to specified dates in 1938, 1939, 1941, not less
than 45½ hours of work per week will be as-
signed 8 hours daily, Monday-Saturday).

"Nonovertime" employees (office assistant, clerk—class I and IIIA, typist—class IIIB, clerk—
class V, steno.—class V, calculating machine operator—class V, seamstress):
35 hours, 7-hour day, 5-day week-----

"Overtime" employees except dining service:
5 full tricks during calendar week (trick is nor-
mal daily hours of duty; tricks are 8 hours for
morning-afternoon schedule and night sched-
ule in 1-night-operator offices; 7 hours for
morning-evening and afternoon-evening; 6-
hours for late-evening; 7½ hours for night.

"Overtime" employees in dining service: Same
as other 'overtime' employees', except that
tricks range from 6 to 8 hours daily.

35 hours, 7-hour day, 5 days, Monday-Saturday-

1½ after 7½ hours daily, 37½ hours weekly (or
40 hours for those on 40-hour schedule)
double time on second day of rest if work on
first day of rest.

1½ after 8 hours daily, on first day of rest work;
double time on second day of rest if work on
first day of rest.

All employees: 1½ Saturday, Sunday work;
double time for Sunday when it is seventh
consecutive day of work; 1½ after 8 hours
daily, 1½ after 40 hours weekly Monday-Fri-
day; reduced time employees having Saturday
assignments will be assigned sufficient Sat-
urday time (4 hours minimum) to enable
them to earn at least same pay on Saturday
premium rates as their daily reduced time
assignments yield at regular pay rates; em-
ployes outside the bargaining unit are not
to be used to replace regular employees or to
dilute their regular assigned working time.

1½ after 8 hours daily, 40 hours weekly; inci-
dental period of 15 minutes or less disre-
garded, paid time measured in ¼ hour units.

1½ for overtime (based on sliding scale: first:10
minutes not paid for, ¾-hour pay up to 15
minutes, ¾-hour pay up to 30 minutes, 1½-
hours pay up to 45 minutes, 1½ hours pay
up to 60 minutes); 1½ for first Sunday worked
in month, double time for succeeding Sun-
days worked in same month; 1½ for work on
nonscheduled day other than Sunday.

1½ (to nearest ½ hour) for hours worked on
Sunday, for hours in excess of 40 weekly, and
for hours in excess of 8 daily. Incidental
periods of 15 minutes or less disregarded.

APPENDIX C—HOURS AND OVERTIME PROVISIONS IN UNION CONTRACTS IN CONTINUOUS OPERATION INDUSTRIES, NEW YORK CITY—Continued

[Source: Union Contracts]

Company and union	Contract dates	Hours	Overtime
TELEPHONE—Continued			
New York Telephone Co. & Union of Telephone Workers, Independent (for Commercial Department and Headquarters Department).	May 5, 1947–May 5, 1948.....	Same as above.....	Same as above.
New York Telephone Co. & United Telephone Organizations, Independent (for field employees, clerical forces, cleaners).	May 5, 1947–May 4, 1948.....	Field employees: 40 hours; 8-hour day, 5 days (or 6 days: 4 at 8 hours, 2 at 4 hours); for night employees, 7½-hour day, 37½-hour week, 5 days (or 4 full days, 2 half days). Clerical forces: 35 hours, 7-hour day, 5 days (or 4 full days, 2 half days). Cleaners (night employees): Same as clerical forces.	All employees: 1½ for Sunday, for nonscheduled day, for time in excess of scheduled workday or workweek. Incidental periods of 15 minutes or less disregarded.
BUILDING SERVICE			
Realty Advisory Board & Building Service Employees, A. F. of L.	Apr. 21, 1945–Apr. 20, 1948.....	Apartment buildings	
		48 hours (night employees, 51 hours), 6 consecutive days.	1½ after 8 hours daily, 48 hours weekly (night employees, after 8½ daily, 51 weekly).
		Office and loft buildings	
		40 hours (watchmen, 45 hours), 5 days.....	1½ after 8 hours daily, 40 hours weekly (watchmen, after 9 hours daily but 40 hours weekly), on day off if worked.
HOTELS			
Hotel Association of N. Y. C. & N. Y. Hotel Trades Council, A. F. of L. (for Firemen and Oilers, Operating Engineers, Painters, Upholsterers, Electricians, Hotel and Club Employees, Hotel Front Service).	June 1, 1947–May 31, 1948.....	40 hours (male "tip" employees, 6 days, 48 hours; female "tip" employees, 6 days, 45 hours).	1½ after 8 hours daily, after hours beyond scheduled workweek.

DAILY NEWSPAPERS

New York Herald Tribune and American Newspaper Guild, CIO.	Dec. 13, 1946-Dec. 31, 1947-----	37½ hours, 5 days, 7½-hour day, consecutive days except by mutual agreement; 5-day week (otherwise exempt from hours and overtime) for promotion research analysts, promotion writers B, assistant radio director, circulation educational and direct salesmen; exempt from hours and overtime: editors, critics, national correspondent, staff correspondents, foreign correspondents, columnists, cartoonists, salesmen.	1½ after 40 hours weekly, 8 hours daily.
New York Journal American and American Newspaper Guild, CIO.	Mar. 19, 1946-Mar. 19, 1948-----	40 hours, 5 days, 8-hour day, no regular split shifts; 6 day, 40-hour week for tabulators, with 1 week extra vacation; exempt from hours and overtime: managers, head of publication office.	1½ after 8 hours daily, 40 hours weekly.
New York Mirror and American Newspaper Guild, CIO.	Mar. 19, 1946-Mar. 19, 1948-----	40 hours, 5 days, 8-hour day; 40-hour week (time divided to meet requirements of duties) for editors, critics, cartoonists, columnists, circulators; exempt from hours and overtime: managers.	1½ after 40 hours weekly, 8 hours daily; extra day off for work on day off.
New York News and American Newspaper Guild, CIO.	Jan. 26, 1944-Jan. 25, 1948-----	40 hours, 5 days, 8-hour day; exempt from 8-hour day: reporters, photographers, rewrite, caption writers, picture editors, editing and advertising makeup, head delivery cashier, inspectors, assistant head information bureau, address department head, meteorologists, head phone operator advertising promotion copy and production; for armed guards, 37½ hours, 5 days, 7½ hour day.	1½ after 40 hours weekly, 8 hours daily; equal time off between normal work schedule and 40 or 8; overtime pay after 40 hours only for jobs exempt from 8-hour day; equal time on 22 jobs defined as FLSA-exempt; for armed guards, 1½ after 7½ hours daily.
New York PM and American Newspaper Guild, CIO.	Jan. 1, 1947-Dec. 31, 1947-----	40 hours, 5 days, 8-hour day; exempt: managers, editors, critics, circulators.	1½ for all work within 12-hour period for callback less than 12 hours after close of previous day; overtime pay for time worked or full day at straight pay, whichever greater, for callback on day off.
New York Post and American Newspaper Guild, CIO.	Mar. 3, 1947-Feb. 27, 1949-----	40 hours, 5 days, 8-hour day, consecutive days off; 40-hour week for art director, comptroller assistant, cashier, columnists, outside correspondents, editorial writers, assistant auditor, editors, executive secretaries.	1½ for callback on sixth day, seventh day.

APPENDIX C—HOURS AND OVERTIME PROVISIONS IN UNION CONTRACTS IN CONTINUOUS OPERATION INDUSTRIES, NEW YORK CITY—Continued

[Source: Union Contracts]

Company and union	Contract dates	Hours	Overtime
DAILY NEWSPAPERS—Continued			
New York <i>Times</i> & American Newspaper Guild, CIO.	Jan. 1, 1947–Dec. 31, 1947-----	5 days, 40 hours, 8-hour day; exempt from 8-hour day; makeup, assistant art section and assistant fashion editors, noncreative reporters over 3 years experience, assistant editor, auditor, night public manager, section heads, advertising makeup men, assistant cashier, nonadministrative assistant managers and division heads.	1½ daily, weekly; equal time off for 29 positions including creative reporters over 3 years experience, feature photographers, department editors, outside classified sales; exempt: 23 classifications including roadmen, circulators, critics, editorial writers.
New York World <i>Telegram</i> & American Newspaper Guild, CIO.	Dec. 13, 1945–Dec 12, 1947 -----	5 days, 40 hours, 8-hour day; 5-day week, no hours limit, for outside advertising salesmen; 5-day, 35 hours, 7-hour day for night and lobster shifts; exempt: editors, managers, circulation heads, confidential secretaries.	1½ daily, weekly; equal time off between regular schedule and 8 or 40 hours; may be waived in emergency as fire, flood, or disaster; no overtime pay for those exempt from hours provision.

