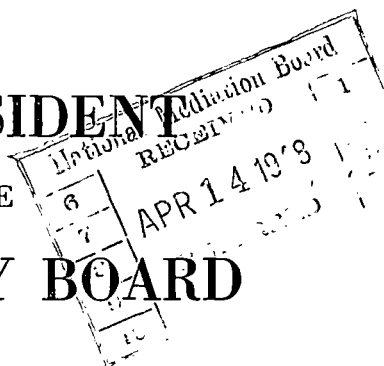


Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD



**CREATED JANUARY 27, 1948
PURSUANT TO SECTION 10 OF
THE RAILWAY LABOR ACT**

To investigate unadjusted disputes concerning rates of pay and working rules involving the Akron, Canton & Youngstown Railroad Company and other Carriers, and certain of their employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen & Enginemen, and the Switchmen's Union of North America

(NMB Case A-2705)

**CHICAGO, ILLINOIS
MARCH 27, 1948**

LETTER OF TRANSMITTAL

CHICAGO, ILLINOIS, *March 27, 1948.*

THE PRESIDENT,
The White House.

MR. PRESIDENT: The Emergency Board appointed by you January 30, 1948 pursuant to Section 10 of the Railway Labor Act to investigate a controversy concerning wages and working rules between certain major railroads of the country and certain of their employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, and the Switchmen's Union of North America, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted.

WM. M. LEISERSON, *Chairman*
GEORGE E. BUSHNELL, *Member.*
W. WILLARD WIRTZ, *Member.*

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REPORT TO THE PRESIDENT BY THE EMERGENCY BOARD

I. INTRODUCTORY STATEMENT AND BACKGROUND OF THE DISPUTE

The Executive Order (9929) creating the Emergency Board was issued January 27, 1948 (Appendix A), and the members of the Board were appointed 3 days later. On February 2, 1948, the Board met in Chicago, Ill., and began receiving testimony and argument from the parties in dispute. Ward & Paul of Washington, D. C., were appointed official reporters of the proceedings. Public hearings were held daily, except Sundays, from February 2 to March 10, inclusive. On February 21, 1948, the parties entered a stipulation agreeing to extend until March 27 the date for the Board to submit its report and recommendations to the President. The extension of time was approved by the President on February 26, 1948.

After the close of the hearings on March 10, conferences were held with representatives of the parties for the purpose of securing a settlement of all or part of the issues in dispute by mutual agreement. This effort proved unavailing, and the Board then went into executive session to consider the evidence and arguments, and to prepare its report and recommendations. The record consists of 33 volumes, 6825 pages, and more than 130 exhibits.

The appearances are listed in Appendix B hereof.

The issues before the Board originated in 1945. On July 24 of that year the five organizations representing "operating employees"¹ served identical notices on the managements of practically all railroads in the United States requesting a general wage increase of 25 percent, with a minimum of \$2.50 per day, and proposing the establishment or revision of 44 working rules. On the same day the Class I carriers submitted to the organizations representing engine, train and yard switching employees 29 proposals for revising working rules.

Arrangements were made for national handling of the two sets of proposals by a Carriers' Conference Committee and representatives of the five operating organizations. During these joint conferences, three

¹ Employees engaged directly in moving trains, represented by Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America.

of the organizations (BLF&E, ORC, and SUNA) preferred to proceed immediately with the wages question, and to hold in abeyance the proposals for revising rules. The other two organizations (BLE and BRT) objected to postponing consideration of the rules proposals, and thereafter the carriers dealt separately with the two groups of organizations.

The wage dispute with the first three organizations was then submitted to an Arbitration Board which awarded a wage increase of 16 cents per hour. An Emergency Board was appointed to investigate both the rules and wage disputes involving the BLE and the BRT and it recommended the same wage increase. These two organizations did not accept the recommendations of the Emergency Board. After a brief strike a settlement was arranged by which wages were increased 18½ cents an hour (16 cents effective January 1, 1946, 2½ cents effective May 25, 1946), on condition that the matter of revising working rules be postponed for a period of one year. Subsequently the same settlement was arranged with the other three operating organizations and with the organizations representing nonoperating employees.

The one year moratorium on rules having expired, all five operating organizations again served identical notices on the carriers, June 20, 1947, requesting 44 changes in working rules. The same day the carriers served notices on the organizations of their desire for 25 rules revisions. Again national joint conferences were arranged, and October 7, 1947, was set as the date for beginning negotiations on the two sets of rules proposals.

Meanwhile, an arbitration board on September 2, 1947, had awarded a wage increase of 15½ cents an hour to about a million nonoperating employees. The five operating organizations then served joint notices on the railroads, under date of September 30, 1947, requesting a wage increase of 30 percent in basic daily rates with a minimum increase of \$3 per basic day for engine, train, and yard employees.

During the joint conferences on working rules, the 5 organizations on October 23 withdrew 16 of their proposed rule changes, and the next day the carriers withdrew 9 of their proposed revisions. Beginning with October 31, approximately 30 days after the request for a wage increase was served, and continuing until November 13, the joint conferences discussed concurrently both the wage question and the rules revisions. On the latter date the five operating organizations again split into two groups, as they had in the 1946 negotiations, except that this time the ORC joined with the BRT in one group while the BLE went with the BLF & E and the SUNA in the other.

Beginning on November 13, 1947, separate negotiations were carried on by the carriers with the ORC and BRT, and the next day an

agreement was reached with these two organizations providing for a wage increase of $15\frac{1}{2}$ cents an hour or \$1.24 per basic day. In connection with this agreement the carriers and the two organizations also settled certain of the rules questions, others being left for further negotiations, and the remaining proposals were withdrawn. On December 12, 1947, a final agreement was made disposing of all rules questions between the carriers and the ORC and BRT which had arisen from the notices served on June 20, 1947.

The Carriers' Conference Committee also carried on separate negotiations with the BLE, BLF & E, and the SUNA from November 13 to 19, but the conferences ended in disagreement. The services of the National Mediation Board were then invoked by the carriers, but no settlement could be reached by mediation. The employees represented by these three organizations then took a strike vote, and the National Mediation Board having reported to the President that the dispute between these three organizations and the carriers threatened substantially to interrupt interstate commerce, the President issued the Executive order creating the present Emergency Board.

II. THE DISPUTE AS TO WAGES

On January 12, 1948, the three organizations concerned in this case, presented their revised demands to the Carriers' Conference Committees (Appendix C).

These revised demands included the organizations' Basic Wage Proposal of September 30, 1947, which reads as follows:

Effective November 1, 1947, all existing basic daily wage rates be increased thirty (30) percent with a minimum money increase of \$3.00 on the basic day. The same percentage of increase applied to the basic day will be applied to all arbitraries, miscellaneous rates, special allowances, and to daily and monthly guarantees.

In support of this proposal the Employees submitted to the Board comprehensive data in many exhibits. The Carriers in opposition thereto submitted equally comprehensive exhibits, together with certain reference data. Various witnesses discussed all phases of this issue and were cross-examined at considerable length.

The summary of the contentions of the Employees may be stated as follows:

"We are today worse off than we were in 1936 as far as real wages are concerned * * *

* * * wage adjustments (are required) which will adjust our purchasing power as the wages of other workers have been adjusted."—Grand Chief Engineer Alvanley Johnston of the Brotherhood of Locomotive Engineers.

"Our request for a 30 percent increase in our basic rates seems to me well merited, even if you confine your consideration to changes in the cost of living. There has been an increase of 26.6 percent since June 1946, the first full month in which our present basic rates of pay became effective.

"And if you consider further * * * all the other factors involved such as the increased hazard of our men, the increase in the real wages of other workers and the increase in productivity, I do not see how you can fail to recommend the wage increase we have proposed."—D. B. Robertson, President, Brotherhood of Locomotive Firemen and Enginemen.

"This wage-rules movement is indeed a 'grass roots' movement. * * * It was because of the impact of the increased cost of living upon our membership that we had to add the wages to the rules proposal * * *

"The workers in the yards do not have the benefit of the so-called dual system of payment. * * * But in order to earn what small earnings that our members do earn, they work, generally speaking, 7 days a week, and some of them every day in the year."

"It should not be necessary for any worker in modern industry to work 7 days a week or sometimes the equivalent of 400 days a year, in order to attempt to attain a reasonable standard of living, for himself and his family."—A. J. Glover, President, Switchmen's Union of North America.

Counsel for the Organizations made this summary of the Wage issue:

"The cost of living since June 1946 has gone up 26.6 percent * * *. Our real wages have actually decreased while the wages of other employees in the railroad industry have been substantially increased and for workers in other industries have increased 35 percent since 1946. * * *

"This is 1948 and we are entitled not only to the 15½ cents pattern of 1947 but to the 1948 pattern which is being paid to group after group—and large groups, too—of organized labor. * * * We have failed to obtain any share of the increase in productivity of the past 12 years." * * *

"Substantial segments, especially in the lower-paid brackets, cannot presently, with reasonable hours of labor, earn an amount adequate for a reasonable American standard of living, as measured by recognized authorities, and are compelled to work 7 days

a week and 365 and even 400 days per year. * * * The hazard of their work has increased 88 percent in recent years * * *

The position of the Carriers is summarized in the following outline of the brief submitted by their counsel:

I. The acceptance of a 15½ cents per hour increase by 90 percent of the Railroad Employees fixes a pattern for the Industry.

II. Every criterion for determining wage increases indicates that there can be no justification for granting to the group before the Board an increase in basic wages greater than 15½ cents per hour.

A. The advantageous position of the group before the Board is demonstrated by comparisons of their earnings and earnings opportunities with those of all other groups of railroad employees.

B. Interindustry comparisons of earnings although of minor importance in this intraindustry case, further demonstrate the advantageous position of the group before the Board.

C. The group before the Board is not only well able to meet the cost of living and improve its living standards but is in a better position to do so than any other group in the railroad industry.

D. There is no basis for granting to yard employees a greater wage increase than that received by all other railroad workers.

E. The hazards of the group before the Board are less severe than for other operating employees and have been declining since the end of the war.

F. Neither increases in the productivity nor in the operating revenues of the railroad industry in recent years provide any present basis for a wage increase as wages have risen at a much faster rate.

III. Governmental Policy and in particular the necessity of combating inflation requires that the wages of the group before the Board should not be increased more than 15½ cents per hour.

A. Halting inflation is the most important economic problem now facing the nation.

B. An increase of more than 15½ cents would add to the inflationary forces by requiring further increases in rail rates.

C. An increase greater than 15½ cents per hour in the railroad industry would constitute the first "third round" increase in a major industry and would renew the inflationary spiral.

D. The legislative policy of the Railway Labor Act to encourage collective bargaining would be defeated by granting this group a higher increase than that accepted by the conductors group.

CONCLUSION

In 1946 the BLE and BRT sought a 25-percent increase with a minimum of \$2.50 per basic day. Two Boards of Arbitration on April 3 had awarded an increase of 16 cents per hour to 3 operating and 15 nonoperating groups. The Emergency Board of April 18 followed this wage pattern and recommended a like increase for the BLE and BRT. Effective May 25, 1946, an additional 2½ cents per hour was granted to all operating and nonoperating employees.

In 1947, 17 nonoperating organizations and the carriers submitted the employees' demand for a 20 cents per hour wage increase to arbitration under a stipulation confining the award to a uniform increase in cents per hour. That Board granted a wage increase of 15½ cents which had the effect, among others, of restoring the employees in these groups to the position they occupied in the years between 1936 and 1940 with respect to wages in other industries. The agreement entered into later between the ORC, the BRT, and the participating carriers followed the pattern set by the nonoperating arbitration award.

In this manner about 90 percent of those employed in the railroad industry had their earnings adjusted in 1947 on a cents per hour basis. No percentage wage increases have been granted to railroad employees since prior to 1937.

The right of each organization to bargain separately or in groups is fully recognized by this Board. Nevertheless the wage structure applicable to the employees represented by the five operating organizations must be considered as well as the traditional differentials between them and the nonoperating employees. Nor must it be forgotten that the present wage controversy is but the remainder of the 1947 joint wage movement by the five operating organizations.

At the hearing the organizations here concerned also stressed the fact that these proceedings are being carried on in 1948, and that the cost of living has risen substantially since September 1947 when the employees' wage demands were submitted. This Board, however, cannot undertake consideration of anything like a third round of wage increases. The 1947 joint wage movement represents the second round of wage demands since the end of the war, and we must confine ourselves to considering the request of the relatively small number of employees here involved as the culmination of 1947 joint wage movement.

We, therefore, deem it essential, under these circumstances, to adhere to the 15½ cents per hour pattern.

Recommendation

That the basic rates of pay of the employees here involved be increased in the amount of 15½ cents per hour or \$1.24 per day effective

as of November 1, 1947: That daily earnings minima be increased \$1.24; existing money differentials above existing standard daily rates be maintained; and all arbitraries, miscellaneous rates, or special allowances provided in agreements or schedules be increased in proportion to the daily increase of \$1.24.

III. EMPLOYEES REQUESTS FOR CHANGES IN WORKING RULES

On January 12, 1948, the three Organizations submitted, in the course of mediation proceedings, a set of revised rules proposals. These proposals followed the lines of the original demand but represented, with respect to a number of the rules involved, rather substantial modifications. The changes were in all cases in the direction of a reduction of the demands previously made. There were also some slight changes made in two or three of the proposals, either in language or by way of interpretation, during the course of the hearings before the Board. These revised proposals, as they were submitted on January 12, 1948, are set out in full in Appendix C of this Report. They are discussed here individually, and in an order somewhat different from that followed in the appendix.

A. FREIGHT AND YARD SERVICE WAGE RATE PROPOSALS

1. *Minimum Basic Daily Rates for Engineers and Firemen (Helpers) in Freight Service*

The Organizations' proposed Rule 6 (with which proposed Rule 7 as originally submitted has been combined) is as follows:

The minimum rates for engineers and firemen (helpers) used in all classes of service paying freight rates shall be the rates applicable to locomotives weighing 250,000 pounds on drivers.

The effect of this proposal, if it were adopted, would be to eliminate, insofar as engine service employees in service paying freight rates are concerned, the first six steps in the present table of basic daily wage rates based on weight on drivers. The present minimum rate covers service on locomotives weighing less than 80,000 pounds on drivers, and there are then step rates for each of the following groupings of weights on drivers: 80,000 to 99,999 pounds, 100,000 to 139,999 pounds, 140,000 to 169,999 pounds, 170,000 to 199,999 pounds. From 200,000 pounds upward, the divisions are made in 50,000 pound steps. Under the Organizations' proposal there would be only one rate for engineers, and another for firemen (helpers), on all locomotives in these services weighing less than 300,000 pounds on drivers. This would mean an increase of 93 cents per day in the minimum rate for

engineers and 94 cents per day in that for firemen (helpers) insofar as through and local freight service are concerned. This would be in addition of course to the \$1.24 increase in the minimum resulting from the adjustment in the basic daily wage-rate scale.

The Board is impressed with the merit of the Organizations' contention that some adjustment should be made in the rates at the bottoms of the weight on drivers scale. There are today comparatively few locomotives in the lowest brackets. Only 910 of the 21,817 locomotives in freight service on August 1, 1947, were of less than 140,000 pounds weight on drivers (falling therefore in the first three brackets). The next two groupings (140,000-169,999 pounds, and 170,000-199,999 pounds) included only 3,791 locomotives. The largest grouping is at 200,000-249,999 pounds, with 8,625 locomotives.

There can be little justification for retaining 3 different sets of rates for service on the 910 locomotives which represent only 4 percent of all those in freight service. The over-all range of weight of locomotives in the first three groups together as they are presently arranged, and in the next two groups taken together, is only slightly more than the 50,000 pound range established for single groupings throughout the rest of the weight on driver table. The parties have themselves consolidated these first three groupings, and then the next two, insofar as yard service is concerned. There is no suggestion in the record of any substantial differences in the kinds of work done by these various lighter locomotives or the demands upon their engine crews. There is a good deal of evidence that the "productivity" of many of these lighter locomotives has been increased by improvements which have not resulted in any increase in rates because the weight on drivers was not increased to the next higher bracket.

The Employees' request, however, would mean increasing the rate not only for these lowest classifications, between which there is no basis for distinction, but also for the classifications which include the bulk of the locomotives. The rates would be increased under this proposal on between 55 and 60 percent of the locomotives now in freight service. If this proposed rule change is considered in conjunction with the Organizations' proposed Rule 8 (which would apply local freight rates to yard service) it is revealed that the effect of the proposal would be to increase the rates on 71 percent of all locomotives in freight and yard service. It is no answer to contend, as the employees do, that most of these rates would be increased only one step on the scale. The arguments which support consolidating some of the lower brackets offer no support for increasing the rates for the classification (200,000-249,999 pounds weight on drivers) which in-

cludes the largest percentage of the locomotives (about 40 percent of the total).

The contention that the lower rated groupings should be brought up toward the rates for the majority of engineers and firemen because they perform the same kind of service does not support an increase for the majority itself. Finally, the claim that the lower weight classifications should receive *the same* rate as that for those in the middle of the scale could be supported only as part of a request for a *single* rate which would disregard weight on drivers. Such a request would of course involve reducing the higher rates, as well as increasing the lower rates, to whatever might be determined to be the proper point.

The merits of this proposal may be properly served by combining the first three groupings on the present scale and applying the present rates for 100,000-139,999 pounds weight on drivers to them; and by combining the fourth and fifth groupings (140,000-169,999 pounds and 170,000-199,999 pounds) and applying the present rates for 170,000-199,999 pounds weight on drivers to all locomotives in this combined grouping. Such a modification would recognize the changes which have taken place in the type of locomotives in general use, and would eliminate the straggler rate which have today become anachronistic.

RECOMMENDATION

The Board finds and recommends:

That the minimum rates for engineers and firemen (helpers) used in all classes of service paying freight rates should be the rates presently applicable (plus \$1.24) to locomotives weighing 100,000 pounds and less than 140,000 pounds on drivers; and that the rates for service on locomotives weighing 140,000 pounds and less than 170,000 pounds on drivers should be the same as those presently applicable (plus \$1.24) to locomotives weighing 170,000 pounds and less than 200,000 pounds on drivers.

2. Minimum Basic Daily Rates for Engineers and Firemen (Helpers) in Yard Service

The Organizations' proposed Rule reads:

Rates for yard service shall be as follows: Table of local freight rates beginning with 250,000 pounds on drivers.

The reference here to "250,000 pounds on drivers" is designed to tie this proposal in with proposed Rule 6. The proposal is that the engine crews in yard service should receive local freight rates.

The Board accepts the contention of the Organizations that the yard service rates involved in this case merit special consideration and attention. These rates are on a straight hourly or daily basis. The weight on drivers classification is used here, as in road service, and the yard rates have, historically, a relationship with road service rates. These yard employees have, however, no mileage basis upon which to increase their earnings above what they are on the straight daily basis. As the speed of road runs has increased and the earnings of road crews have gone up proportionately, the relationship between the earnings of road and yard employees has been thrown out of kilter. An obvious inequity has developed.

The Organizations propose to meet this problem by applying the local freight rates to yard service. This would have the effect, even under the modified form of proposed Rule 6 as recommended above, of increasing the rates in the various weight on drivers classifications by from 83 cents to \$1.89 per day in the case of yard engineers, and by from 35 cents to \$1.32 per day in the case of firemen on steam locomotives. The increase for engine crews on locomotives weighing 200,000–249,999 pounds on drivers (which includes 48 percent of those in yard service) would be \$1.08 per day for engineers and 62 cents for firemen on steam locomotives. (These figures would be in addition to the \$1.24 per day increase recommended by the Board for all employees.)

The Board is persuaded that some increase should be made in these yard rates. The evidence in the record, however, does not justify an adjustment in the amounts which would result from applying local freight rates to yard service as requested by the Organizations. Local freight rates are all based on the rates for *through* freight service, and are arrived at by adding 52- and 40-cent differentials for engineers and firemen (*helpers*), respectively, to the through freight rates. To move the yard rates up to those paid for *local* freight service would upset completely the present interrelationship of rates for the three types of service. The fact that the scale for yard service has been lower than that for freight service is not unrelated to certain differences in the conditions attending the work involved. There is evidence that even at present rates, yard service is often selected as a matter of choice by employees whose seniority would entitle them to road service, a fact which probably reflects the importance of the consideration that yard employees are not kept away from home overnight. There was also testimony that yard service places less physical and mental strain upon the engine crews than does road service. All of these factors must be weighed together.

While the Board cannot accept the Organizations' proposal for adopting the local freight rate table for this yard service, the idea

of meeting this problem by the use of an already established set of rates has obvious merit. An entirely new set of rates might create confusion and new inequities. It is the Board's opinion that the purpose of removing the present inequity will be properly served by applying to yard service not the local freight rates but the more basic through freight rates already in effect, but as modified above (rules recommendation 1), in the lowest weight classifications.

Three points must be given special consideration in connection with this application of the through freight rate table to yard service. The first of these is that the present groupings of weights on drivers in through freight service (as modified by the Board's recommendation), as well as the rates for those groupings, should be carried over into yard service. Thus where there are presently groupings of 100,000 pounds in the yard service table, these groupings must be broken up into 50,000-pound steps where this is necessary to make this table parallel the through freight service table. This is recognized by the Organizations in the testimony and evidence supporting their request.

Special disposition must also be made of the problem involving the rate for firemen in yard service on locomotives of less than 140,000 pounds. This rate is presently \$9.08 and is already 5 cents higher than the rate for firemen in through freight service on locomotives weighing 100,000 pounds and less than 140,000 pounds. It is obvious that the adjustment which would be made, under the Board's recommendation, in the rates for yard firemen in the higher classifications should be extended downward to those on the lighter locomotives. This result can be most equitably accomplished by simply preserving the present 13-cent differential which exists between the rate for firemen on locomotives weighing less than 140,000 pounds (\$9.08) and that for firemen in the 140,000-199,999 grouping (\$9.21). The latter group will receive a rate of \$9.38 under the application of through freight rates to yard service, and the present differential between the two lowest groups of yard firemen will be maintained by increasing the present \$9.08 rate (for firemen on locomotives weighing less than 140,000 pounds) up to \$9.25 (or 13 cents below the \$9.38 rate).

The third point requiring special note involves the application of this recommendation to helpers on diesel-electric locomotives and electric locomotives in yard service. They presently receive daily rates which are lower (except in the lowest weight grouping) by from 6 to 10 cents than are the rates for firemen on steam locomotives in yard service. They should receive, under the Board's recommendation, the same *increases* as do the firemen on steam locomotives. It

is not intended that the existing table of rates for helpers on electric locomotives in through freight service should be adopted for helpers on electric locomotives in yard service. The latter presently receive the same rate as helpers on diesel-electrics in the yard and this relationship should be preserved.

The intention of the Board's recommendation is that the 6- to 10-cent differentials between yard firemen on steam locomotives and helpers on diesel-electric and electric locomotives shall be maintained. It is true that in road service, the firemen on steam locomotives and the helpers on diesel-electric locomotives receive the same rate of pay. The BLF & E representative at the hearing interpreted this proposed Rule 8 as being designed to eliminate the differential which exists between these two groups in yard service. This interpretation was made for the first time, however, at the hearing before the Board and after a prior statement to the contrary had been entered in the record. It had not received the benefit of consideration by the parties in collective bargaining, and the record suggests that in fact this interpretation had actually been disclaimed during the bargaining.

The Board's recommendation is accordingly, insofar as firemen and helpers are concerned, that the through freight table of rates covering firemen on steam locomotives (except in the less than 140,000-pound groupings) be applied to firemen on steam locomotives in yard service, and that the rates for helpers on diesel-electric and electric locomotives in yard service be adjusted in the amount necessary to preserve their existing relationship to the yard firemen's rates.

RECOMMENDATION

The Board finds and recommends:

That the table of rates presently in effect for through freight service (plus \$1.24 and with the modifications in rules recommendation 1 above) should be made applicable to engineers and firemen (helpers) in yard service, except that the rate for firemen (helpers) in yard service, on locomotives weighing less than 140,000 pounds on drivers should be \$9.25 (plus \$1.24); provided, however, that the existing differentials between the rates for firemen on steam locomotives and helpers on diesel-electric and electric locomotives in yard service should be maintained.

3. Rate of Pay for Hostlers and Hostler Helpers

The Organizations' proposed Rule 9 reads:

Rates for inside hostlers will be the rate applicable to the local rate for locomotives of 250,000 pounds on drivers and the present differential between the

inside hostler rate and the rates for outside hostlers and hostler helpers will be maintained. (Rate referred to above is rate for firemen.)

The inside hostler's present rate is \$9.08 per day, this being also the minimum rate for firemen in yard service. The outside hostler has a 68-cent differential above the inside hostler's rate (or \$9.76 per day under present rates) while the hostler helper has a 61 cent a day differential below the inside hostler's rate (\$8.47 per day under present rates). The Organizations' proposal is, in effect, that the inside hostler's rate be increased in the amount by which it is sought under Rules 6 and 8 above to increase the lowest rate for yard firemen. The established relationship between these two rates is thus to be maintained.

The recommendation of the Board with respect to the Organizations' proposed Rules 6 and 8 has the effect of giving yard firemen a minimum rate of \$9.25. It is consistent with this recommendation that it also be recommended that the inside hostler's rate should be increased from \$9.08 to \$9.25. The present differentials between the inside hostler's rate and the outside hostler's and hostler helper's rates should be preserved so that the outside hostler will receive a rate of \$9.93 and the hostler helper a rate of \$8.64 (These rates will, of course, be subject to the general increase of \$1.24 per day).

RECOMMENDATION

The Board therefore finds and recommends:

That the present rate for inside hostler be increased to \$9.25 (plus \$1.24) and that the existing differentials between this rate and those for outside hostlers and hostler helpers be maintained.

4. Rates for Yard Switch Tenders

The Organizations' proposed Rule 10 reads:

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

The present basic daily rate for switch tenders represented by the SUNA is \$8.47. The rate for yard brakemen is \$10.02. The Organizations' proposal is that this differential of \$1.55 be eliminated.

This \$8.47 rate is the lowest paid any group of operating employees. The work performed by the switch tenders is not so demanding as that which most of the other employees perform but it nevertheless carries very real responsibilities. The increasing tempo of yard operations has inevitably resulted in some increase in the duties of these employees. When switch tenders are used as extra brakemen they, of course, are paid the yard brakemen's rate. In a good many cases, moreover, switchmen's duties have been so substantially increased they receive by agreement, the brakemen's rate. The Board recognizes

the fact that there has been a perceptible change in the switch tender's job itself.

There is a natural tendency to look with favor, especially during times of high living costs, upon the matter of increases in rates which are low on the scale. It cannot be disregarded, however, that the \$1.24 increase which has already been recommended represents a proportionately larger increase in these lower rates than it does in those which are already substantially higher. Nevertheless, it is the judgment of the Board that the increase which has been noted in the switch tenders' duties warrants an increase in their basic daily rate of 20 cents in addition to the \$1.24.

RECOMMENDATION

The Board finds and recommends:

That the basic daily rate for switch tenders should be increased to \$8.67 (plus the \$1.24 increase).

5. Differential for Yard Conductors (Foremen)

The Organizations' proposed Rule 14 (b) reads:

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

The present differential is 52 cents, the yard trainmen (helpers) receiving \$10.02 per day while the yard conductors (foremen) receive \$10.54 per day.

The 1946 Emergency Board recommended, after considering this same request, that the 52-cent differential be increased to 85 cents. The basis of the recommendation was stated as being that the yard conductor's position involves a considerable degree of responsibility and discretion, and that the 52-cent differential is so small that "older qualified men are reluctant to bid in these positions."

This Board concludes that this previous recommendation properly reflected the factors which are involved in this request.

RECOMMENDATION

The Board finds and recommends:

That the differential between the yard conductors (foremen) and yard brakemen (helpers) should be 85 cents per day.

6. Standardizing Wage Rates Between the Territories

The Organizations' proposed Rule 1 reads:

All existing basic daily wage rates in effect on railroads in the western territory, shall be not less than rates in effect on railroads in the eastern and southeastern territories.

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

The adoption of this proposal would have two effects. It would eliminate an existing differential between rates for engineers on a small number of Mallet-type locomotives in Western Territory and the rates on similar locomotives in the Eastern and Southeastern Territories. It would also eliminate a differential between rates for firemen on some oil-burning steam locomotives in Western Territory and those received by firemen on coal-burning locomotives, a differential which does not exist in the Eastern or Southeastern Territories.

The differential affecting the engineers on the Mallets involves the rates paid on a total of only 87 locomotives. It is the one remaining piece of a "differential" dispute which once involved a much larger number of rates. This broader dispute has been the subject of numerous agreements on the individual roads. The differential which remains was left in effect, under some of these individual settlements, as part of a bargain which produced the results desired by the employees on other related issues. This fact weakens, although it could not be considered as defeating, the claim advanced here.

That claim is weakened still further by the fact that, although labeled as a request for the "standardizing" of wage rates, it is not really that at all. Some of these settlements on the individual Western roads have resulted in rates for these Mallets which are *higher* than those in effect on the Eastern and Southeastern roads. There is no proposal from either side that these higher rates be "standardized" along with the lower ones, and the Organizations' proposal is specifically interpreted by their representatives as precluding this result. The adoption of this proposal in this respect would accordingly not accomplish the purpose of standardization, and it would in addition do some violence to the basis on which the individual settlements have been made.

The case for the elimination of the "oil" differential affecting firemen on Western oil burning steam locomotives in passenger service and in freight service (on locomotives weighing up to 250,000 pounds on drivers) is based primarily on the fact that no such differential exists in the Eastern and Southeastern Territories. There is a sufficient answer to this argument in the fact that over 40 percent of the steam locomotives in the West are oil burners whereas only about 1 percent of those in the East and Southeast burn oil. This does not establish the differential as being either warranted or unwarranted. No controlling argument for eliminating the established differential

on a large number of locomotives in one region is supplied, however, by the fact that it does not exist on a handful of locomotives in another. There is a similar "tail and dog" weakness in the employees' contention that this proposal is supported by the absence of any "oil" differentials in yard service (in the West) or in freight service on locomotives weighing over 250,000 pounds on drivers. The Board must assume that the original establishment of this differential reflected the agreement of the parties that it was warranted by differences in the work involved or by other differences deemed sufficient by them at the time. The record in this case does not establish a sufficient basis for the elimination of this "oil" differential.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 1 be withdrawn.

B. PASSENGER SERVICE WAGE RATE PROPOSALS

7. *Passenger Service—Overtime*

Rule 3 as proposed by the Organizations is as follows, differing from the prevailing rule only as indicated by the phrases in *italic*:

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

(b) For calculating overtime under this rule *the initial trip shall be designated.*

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

[NOTE: The proposed section (c) of Rule 3 differs from the present rule only in that the word "performed" which follows the words "paid for the service" in the second sentence thereof in the present rule is deleted in the proposed rule.]

(d) Overtime in all passenger service shall be paid for on the minute basis, at the rate of *one and one-half times the basic hourly rate.*

The proposal to change the present "eight-in-ten" rule in short turnaround service to a "six-in-eight" rule was made to the 1946 Emergency Board. That Board stated in its report:

"The evidence clearly showed a great dissatisfaction on the part of the employees in short turnaround service with the situation produced by the eight-within-ten rule. There can be no question but that the excessive spread of hours is not in harmony with the generally accepted 8-hour day in effect in industry."

That Board made no definite recommendation, but suggested the immediate negotiation of "a new rule designed to reduce the breadth of spread of the short turnaround assignments and accelerate the beginning of overtime." So far as the Organizations here are concerned these negotiations have been futile.

We concur with the conclusions reached by the 1946 Board, and see no need for detailed restatement of all of the considerations which are involved. The "excessive spread" of 10 hours a day before overtime accrues should be reduced to 9 hours to bring this provision in line with other overtime practices. No justification has been shown, however, for changing the present provision for overtime after 8 hours of time on duty or held for duty. The earnings in this type of service are already at a high level, as compared with other branches of service, and the change in the ten-hour provision would increase these earnings by a substantial amount.

With respect to the other proposed changes in the present short turnaround practice, involving the designation of the initial trip and the elimination of "three-legged runs," the Board is not satisfied that there were shown abuses warranting modification in the present rule.

There is no basis shown, either, for the proposed changes in the present straightaway passenger service overtime practices. The speeding up of passenger trains has resulted in substantial increases in engine crews' earnings, and to add to the overtime payments, which already accrue after 5 hours of service, would result in distortion of present wage relationships.

The Carriers have also requested a change in passenger service overtime rules, their proposed Rule 14 reading as follows:

Overtime in passenger service, except short turnaround service, shall be computed on a speed basis of twenty (20) miles per hour.

Overtime in all passenger service shall be paid for on the minute basis at a rate per hour one-eighth ($\frac{1}{8}$) of the applicable basic daily rate.

This proposal would change the present rule in only two minor details. The present rule calls for payment at a rate "not less than" one-eighth of the "daily rate," whereas the proposal would be for a *flat* one-eighth payment and this would be of the "basic" daily rate.

It has not been shown that the present rules create sufficient uncertainty, so far as payments to engine crews are concerned, to warrant recommending the changes requested.

RECOMMENDATION

The Board finds and recommends:

That prevailing rules in short turnaround passenger service be changed from an "eight-within-ten" to an "eight-within-nine" pay basis and that proposals by both parties for other changes in passenger overtime rules be withdrawn.

8. *Minimum Rate for Engineers and Motormen Operating Motor or Electric Cars in Multiple Unit Passenger Service*

The present most common rule reads:

Electric car service, whether operated in multiple or single units, to be paid minimum rates in the standard rate table applicable for engineers operating steam, electric, diesel-electric or power in use.

The Organizations seek to substitute the following proposed Rule 4:

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

Under the present rule and rates engineers or motormen in this class of service receive a basic daily rate of \$10.02 with a daily guarantee of \$10.93. Under the proposed rule this basic rate would be increased by 9 and 8 cents alternately for each additional motorized unit in the train consist, but without any increase for "idler" cars.

The 1946 Emergency Board stated that the addition of motorized units increased the productivity of such train consists and resulted in more duties being imposed on engineers and motormen which added to their responsibilities. It recommended the adoption of the proposed rule with a limitation of pay not to exceed "that which would be paid were the payments based on weight on drivers of all the powered units in the consist."

If this recommendation were followed many engineers and motormen in multiple unit service would receive more pay than steam engineers in fast passenger service. The Organizations do not seek such a pay basis and it is agreed that weight on drivers is not the proper factor to be used in computing rates of pay in this class of service, except as such tables of pay happen to coincide with the steps in pay rates sought.

The present Board feels that motormen operating motor or electric cars, whether in multiple or single units, should have their minimum basic rate increased so that it is equal to that paid engineers in passenger service who operate engines weighing less than 200,000 pounds on drivers, namely; \$10.28 (plus \$1.24). This is approximately the weight of a steam locomotive adaptable to service normally performed by the average multiple unit consist. This basic rate works out to be the same as that requested by the Organizations for consists having 4 motorized units. (It is understood that this proposed Rule 4 does not apply to service in which electric cars are equipped to handle more than one idler.)

The effect of this recommendation is to establish a rate which is higher than that sought by the Organizations insofar as consists which include either one, two, or three motorized units is concerned. It is, however, lower than the rate sought for consists with five or more such units. It is the opinion of the Board that the step rate proposal does not reflect any actual differences in duties or responsibilities, and that it would introduce numerous administrative difficulties and create inequities as between the various carriers affected. The rate recommended reflects the judgment of the Board as to the proper recognition of the duties and responsibilities of the motorman or engineer in normal multiple-unit service, with reference being made, as noted above, to steam locomotive rates for comparable service.

RECOMMENDATION

The Board finds and recommends:

That engineers or motormen operating motor or electric cars, whether in multiple or single unit passenger service, should be paid on a basic daily rate of \$10.28 with a daily guarantee of \$10.93 (plus \$1.24).

C. OTHER WAGE RATE PROPOSALS

9. Overtime in Yard and Hostler Service

The present typical yard overtime rule on the majority of railroads reads:

Except when changing off where it is the practice to work alternately for days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used (any rules to the contrary to be changed accordingly) all time worked in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate (according to class of engine). This rule applies only to service paid on an hourly basis and not to service paid on mileage or road basis.

In order to remedy a claimed injustice to extra men the Organizations propose the following:

Rule 5 (a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another; a regular assigned or extra man shall be paid on the minute basis at one and one-half times the hourly rate for all time worked in excess of eight hours in a twenty-four hour period.

(b) A regular or extra man used on a second tour of duty in a twenty-four hour period shall be paid time and one-half time for the second tour of duty. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

The 1946 Emergency Board said: "Whatever reasons may have actuated those who formulated the present rule in 1919, experience has demonstrated that there is no logical reason for distinguishing between regularly assigned men and extra men so far as the application of penalty overtime is concerned."

The employees and the carriers are in agreement on the record that this rule shall apply only to service paid for on an hourly or daily basis and not for service paid for on a mileage or road basis; that a tour of duty in road service shall not be used to require payment of the overtime rate in yard service; that an extra man changing to a regular assignment or a regularly assigned man reverting to an extra list shall be paid at the pro rata rate for the first eight hours of work following such change; that a senior man who exercises his seniority through two shifts in a twenty-four hour period shall be paid only at the pro rata rate for the second shift (where a seniority board is in effect); and that the proposal shall not affect any existing rule relating to service performed when a yardman's relief fails to report at the appointed time.

The only disagreement arises from the Carriers' insistence that an extra man who has had eight hours rest shall be paid the pro rata rate for the first tour of duty which begins on the calendar day subsequent to his last former service.

We are of the opinion that the extra man in yard service should enjoy the same advantages possessed by the regularly assigned employee so far as practicable. On the other hand penalties should not be imposed where they will not correct a situation that cannot be avoided. We feel that a leeway in starting time for extra men which dovetails with the 90-minute period during which regular assignments begin is warranted by operating necessities.

RECOMMENDATION

The Board finds and recommends:

That the proposed rule be adopted subject to the interpretation agreed upon as herein before stated with the further provision that where an extra man commences work on a second shift in a 24-hour period he shall be paid at time and one-half for such second shift except when it is started 22½ to 24 hours from the starting time of the first shift.

10. *Minimum Guarantees—Passenger, Freight, and Yard Service*

The Organizations' proposed Rule 11 applies to engineers, firemen (helpers), hostlers, and hostler helpers. As originally presented in June 1947, it provided that assigned, unassigned (pool), and extra men should be guaranteed a full day's pay for "each day not used," and that no regular assignment should be established of less than 6 days per week. In addition, a man called for other than his regular assignment was to be guaranteed the earnings of his assignment.

On January 12, 1948, the proposal was revised and enlarged with provision for a monthly guarantee to unassigned (pool) and extra men; and the unassigned or pool employees were also to be guaranteed the earnings of their turns if taken out of turn.

At the hearings on February 14, a further and more simplified revision was presented by the employees, and this final revision, considered by the Board, reads as follows:

Assigned Service

(a) Unless laying off, assigned employees (including extra men filling vacancies on assignments) in all classes of service shall be paid the full mileage or hours of their assignments, whichever is the greater, inclusive of any overtime and arbitraries that are part of same, each time not used thereon, except that when assigned engineers, firemen (helpers), hostlers, or hostler helpers are used in other service because of the operation of schedule rules they shall be paid not less than they would have earned had they remained on their assignments.

Unassigned or Pool Service

(b) When unassigned or pool service employees are used in other than their turns, because of the operation of schedule rules, they shall be paid not less than they would have earned had they followed their turns in unassigned or pool service.

This final revised proposal boils down to two things: (1) All regularly assigned men are to be guaranteed their full pay whenever, for any reason, they are not used on their assignments; (2) Both assigned

and unassigned or pool employees are to be guaranteed the earnings of their regular assignment or turn, as the case may be, if because of the operation of schedule rules, they are used at some other work.

The record contains little evidence to support the proposal that assigned men shall get full pay whether they are used or not used on their regular assignments. The arguments presented were unconvincing. Repeatedly during the hearing representatives of the employees stated that the carriers have the right to annul assignments, and that this right, which has been consistently upheld by the National Railroad Adjustment Board, would not be affected by their proposal. Nevertheless, it seems to this Board that the effect of a provision guaranteeing full earnings of an assignment would be to make useless the annulling of an assignment, or any part of it, when there is no work to be done, because the rule, as proposed, would require that the full earnings of the assignment would have to be paid.

On the other hand the evidence and arguments presented by the carriers against guaranteeing employees against loss of earnings when they are taken from their regular assignment or turn and given some other work to do that pays less, seem to be directed more against the proposal in its earlier forms than against the final revision, as presented at the hearing. The main objection stressed by the carriers is that they are not free, because of the operation of schedule rules, to choose men who would not lose earnings when they are taken from their assignment or turn to do other work. But the schedule rules cannot be regarded as of benefit to the employees only. The rules assure that men shall be qualified for the jobs they are given and also establish the order in which the men shall be chosen for the jobs. This order being usually based on length of service makes experienced men available to do any special job that may be necessary.

Thus, when an emergency engineer is needed, it would seem preferable to use a former regular engineer who happens to be working as a fireman rather than a fireman who has not had the experience of a regular engineer. Moreover, the fact that assigned firemen who are qualified as engineers, as well as pool service men, must protect emergency needs is itself a provision of the schedule rules. It cannot be said therefore that the carriers and the public do not benefit by the schedule rules. In any case the schedule rules establish valuable rights for employees in the order in which jobs are to be distributed, and may not be lightly disregarded, if amicable labor relations are to be maintained. In industry generally, and in some cases on the railroads too, it is the practice that men taken from work that pays better, to meet a need of the employer for other work at which

earnings are lower, shall be guaranteed against any loss they may incur.

The Board is of the opinion therefore that the employees have made out a case for being guaranteed against such losses.

RECOMMENDATION

The Board finds and recommends:

That engineers, firemen (helpers), hostlers and hostler helpers in assigned, unassigned, or pool service who are used in other service than their assignment or their turns, because of the operation of schedule rules, shall be paid not less than they would have earned on their assignments or if they had followed their turns; and that the proposal that full earnings of assignments be paid to men in assigned service each time they are not used on their assignments be withdrawn.

D. DIFFERENTIALS

11. Night Differentials

The Organizations' proposed Rule 14 (a) reads:

Engineers, firemen (helpers), yard foremen, yard helpers, and switch tenders used in yard transfer or belt-line service, and hostlers and hostler helpers, shall be paid an arbitrary allowance of 10 cents per hour for all service performed between 6:30 p. m. and 6:30 a. m., computed as follows: Less than 30 minutes shall not be counted; 30 minutes or over shall be counted as 1 hour.

This proposal is defended, in the testimony introduced, on the ground that night-shift differential payments are becoming increasingly common in industry generally and that this growing practice reflects the widespread recognition of the fact that night work is sufficiently more unpleasant than day work that a bonus should be paid those who have to do it. An attempt is made to bolster this argument by a purported showing that night work in the railroad yards is more hazardous than work during the day.

The difficulty with the arguments advanced is that they are too general and that they disregard too many of the considerations which bear on this particular proposal as it applies to this one group of employees (those in yard service) in this particular industry. It disregards the fact that in the *transportation* industries generally, there has not been the movement toward the payment of night-shift differentials which has been characteristic of the manufacturing industries. It ignores the fact that night work is absolutely essential in the railroad industry and that it does not represent a practice which has developed as part of a program to increase industrial production and profits, and gains

from which, where they result from multishift operations, might reasonably be reflected in bonuses for night work.

The general argument leaves out the fact that the proposal is to pay night-shift differentials to one comparatively small group of railroad employees although hundreds of thousands of other railroad employees are to go on working at night for the same rates received for daylight work. The proposal ignores the difficulties which would attend the application of a night-shift differential system to a situation in which all jobs are bid in on a seniority basis. The older and more experienced men prefer and select daytime work. This is probably the principal reason why there are more accidents during the night than during the day.

If the rates are higher at night the result will be that those men who exert their seniority to enjoy the personal advantages of daytime work will have to accept what is in effect a penalty for doing so. This is not a conclusive objection to the proposal and yet railroad rate history includes at least one instance in which this consideration prompted one of the organizations involved here to request the abandonment of the night-differential system which had been established.

No case has been made which warrants the initiation of a practice for this one group of employees which is inconsistent with the almost universal practice covering the rest of the employees in the industry, and which would throw the operation of the seniority bidding system into at least possible confusion.

RECOMMENDATION

The Board finds and recommends:

That Organizations' proposed Rule 14 (a) be withdrawn.

12. *Rate for Sundays and Holidays*

The Organizations' proposed Rule 25 reads:

Engineers, firemen (helpers), hostlers, hostler helpers, yard foremen, yard helpers, and switchtenders shall be paid at the rate of time and one-half of all service performed on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas; provided, that when any of the above-mentioned holidays fall on Sunday, the day observed by the State, Nation, or by Proclamation shall be considered a holiday.

This proposal, like that contained in proposed Rule 14 (a), is supported by the Organizations on the basis of arguments drawn largely from general industrial payment practices. It is similarly true here, as there, that the proposal takes no account of the special features of railroading operations and wage rate practices in this particular

industry. The Board members are not insensible to the appeals based on the regrettable circumstance of a railroad employee who must miss out on the pleasures of Christmas or of Sunday with his family. They must take account in their recommendation, however, not only of these very human considerations but also of the relationship of the problem to the whole system of railroad wage rate practices.

There is here again the consideration, relevant though not controlling, that this request is for the establishment of a basic change, for these groups of employees, in a practice which has been accepted ever since the railroads started operations and which is today the practice affecting many other railroad employees who are similarly inconvenienced by Sunday and holiday work.

An even more substantial consideration is that this request is not, as it might appear, a request for one rest day in seven (and for seven other rest days during the year). The railroads *have* to run on Sundays and on the named holidays, and the men who run them on Sundays and holidays *have* to run them on those days. The evidence that some of this work (particularly in the yards) might be scheduled for other days if a penalty were created for Sunday and holiday work did not establish the fact that any *considerable* rescheduling is possible. There was, on the other hand, a good deal of evidence that men now use their seniority to secure assignments which include Sunday work.

The suggestion that this proposal be revised to make it a "rest day" proposal was specifically and flatly rejected by the Organizations' representatives. The evidence is clear that other schedule rules would preclude the Carriers from making arrangements which would give engineers and firemen a rest day on Sundays without incurring still other penalties. Since the employees here do not want a rest-day rule their proposal loses whatever support it might otherwise receive from the "rest day" practices in manufacturing industry.

Account must also be taken of the fact that many of the employees involved here are presently working less than 306 days a year, and some average less than even 5 days a week. The monthly mileage limitations on firemen and engineers, which are the result of the Organizations' policy, have this effect in the case of a great many of the road employees. The Board is not unmindful of the fact that many other of the employees involved here average substantially more than 48 hours a week, and that the hours actually spent on the road by the engine crews place special demands on them. It must be recognized that this proposal applies alike to the switchtender who must put in virtually 365 days a year and to the engineer who averages in actual service no more than half that number.

RECOMMENDATION

The Board finds and recommends:

That Organizations' proposed Rule 25 should be withdrawn.

E. ALLOWANCES FOR TERMINAL DELAYS

Three proposed rules of the employees deal with allowances for delays at terminals. These proposals are set forth in full in Appendix C, and are titled, "Initial Terminal Delay"; "Final Terminal Delay"; and "Held at Other Than Home Terminal." Because of their length they are not repeated here.

13. Initial Terminal Delay.

Briefly summarized, the Organizations' proposed Rule 15 would recognize a period of 45 minutes after engineers and firemen (helpers) report for work at their initial terminals for which no special payment would be claimed by the employees other than their regular mileage or daily rates of pay. This period would not be considered delay, but necessary preparatory time during which they would attend to such duties as inspecting their engine, moving it from round house, testing brakes, air, etc. After the 45 minutes, however, any delay before the train departs from its starting point at the terminal would be compensated at pro rata rates, this payment to be in addition to the mileage pay for the trip. If, however, overtime is earned on the trip, the terminal delay time is to be offset or "absorbed" by the overtime.

The employees stated on the Record (pp. 2713-2714) that the initial and final terminal delay rules "are not intended to apply to work, wreck, construction, or transfer service. These rules should apply to all classes of freight and passenger service, except pusher, helper, road switcher, and mine-run service which operate into and out of a terminal more than once in a tour of duty."

The employees complain that they are often delayed for long periods before they can get their trains out on the road. Because their earnings are determined by the miles they cover, these delays result in substantial losses. The Carriers, on the other hand, claim that the delays are unavoidable, just as the preparatory time is unavoidable. They contend that employees are paid for the total time consumed from reporting time to release time, and therefore the men have no just ground for complaint.

The evidence shows that there is a good deal of delay at initial terminals, and the real question is whether the Carriers should pay for this in addition to the mileage earned, or whether no separate payment for excessive delays should be made. That there is some

justice in the employees' claim, insofar as passenger service is concerned, is attested by the number of railroads which already have agreements providing pay for delays at initial terminals for this type of service. In the Western Region, 36 railroads compensate passenger engineers and firemen for initial terminal delay; only 3 provide for such payments in freight service. In the Eastern Region, 10 roads pay for initial delays, mainly in passenger service, a few in freight service. In the Southeastern Region, engineers and firemen have agreements with 13 railroads, including the leading carriers, providing pay for initial delays in passenger service; but none in freight service.

Plainly, a very substantial portion of the Carriers throughout the country have agreed that compensating engineers and firemen (helpers) for delays at initial terminals is justified so far as passenger service is concerned. Only a very few roads pay for initial terminal delays in freight service. The agreements covering passenger service on different roads vary as to amount of preparatory time and delay time, the method and amount of compensation, and in other details. The evidence shows that some carriers pay for delays after 1½ hours in the yard, some after 1 hour, some after 30 minutes, and some after 2 hours. But the compensation is often greater where the unpaid for time is greater, including, in some cases, a rate of time and one-half.

The Board finds that there is merit in the employees' claim that initial terminal delays ought to be paid for in passenger service separate and apart from the mileage pay, in cases where overtime is not earned as an offsetting factor. The record shows, however, that in many cases 45 minutes is insufficient time for doing all the necessary preparatory and incidental work required to get trains ready to depart from the terminal, and an allowance of one hour would be adequate.

There was some difference of opinion between counsel for the parties as to whether the points of departure from the terminal at which terminal delay time ceases were properly defined in the employees' proposal. But the Board feels that the Carriers' Conference Committee and the Employees' Committee will have no great difficulty in agreeing on these points when they meet to embody the recommendations of the Board in their agreements.

No case has been made, however, for the establishment of an initial terminal delay rule in freight service. That there are differences between the two types of service is reflected in the fact that only a very few individual agreements have included initial terminal delay payment rules for freight service, although on a great many of the properties the parties have agreed on such a rule for passenger service. This recognition by the parties themselves of a difference between passenger and freight service is persuasive.

RECOMMENDATION

The Board finds and recommends:

That initial terminal delay should be paid on a minute basis to engineers and firemen (helpers) in passenger service after 1 hour unpaid time has elapsed from the time of reporting up to the time that the train leaves the terminal, at pro rata rates according to the class of engine used in addition to the full mileage, except to the extent that terminal delay time is offset by overtime; but that the proposal be withdrawn so far as freight service is concerned.

14. Final Terminal Delay

Separate compensation for final terminal delay is much more prevalent than for initial delay. A majority of Class I railroads have agreements providing for such pay, and more of them apply to freight service than to passenger service.

The most frequent rule provides that 30 minutes must elapse after arrival at a designated point before terminal delay time begins to accrue. The next most frequent provision is for 1 hour of elapsed time; some provide for more than an hour, some 45 minutes, some only 15 minutes; and some provide for no elapsed time at all. Those providing 30 minutes usually pay for the whole hour, if there is more than 30 minutes delay, and for 90 minutes delay 2 hours are paid. A good many agreements provide that time and one-half shall be paid for final terminal delay.

The proposed rule of the employees (Appendix C) provides for no period of elapsed time which is not to be paid for. All delay time computed from arrival of train at designated point in terminal, or from the first stop outside if train is prevented from getting into the yard, until the crew is finally relieved from duty would be paid for at pro rata rates on a minute basis. But if overtime is earned this is to be used to offset terminal delay time. The proposal also defines the designated points within the terminals and the stops outside terminals when trains are prevented from getting in, from which final terminal delay time begins to accrue.

The evidence is clear that payment for final terminal delay in addition to the mileage pay has become an established practice in the major portion of the railroad industry, and the Board is of the opinion that the employees have made out a case for extending the practice to all the roads involved in the present dispute. We have already mentioned the stipulation that the terminal delay rules are not intended to apply to work, wreck, construction, transfer service, etc.; and it is clear that overtime earned is to be offset against terminal delay time.

With respect to the points or stopping places from which final terminal delay time is to begin to accrue, we find that most of the existing rules and practices describe these points or practices substantially the same as in the employees' proposed rule. The Carriers' Conference Committee and the Employees' Committee should have little difficulty in agreeing on the designated points or stops when they meet to embody the recommendations of the Board in their agreements.

The lack in the proposal of any period of elapsed time after which terminal delay is to be paid for is not justified by the record. Since the most frequent rule provides for 30 minutes of elapsed time, we are of the opinion that such a provision should be included in the employees' proposed rule, and that pay for final terminal delay should begin only after 30 minutes of delay have elapsed. On those roads where employees consider their present rule more preferable, they will be able, under the general saving clause which we recommend to maintain their existing arrangement.

RECOMMENDATION

The Board finds and recommends:

That the employees' proposed rule covering final terminal delay (Rule 16—Appendix C) should be adopted by the parties with a proviso that pay for delay should begin only after 30 minutes of unpaid time have elapsed.

15. Held at Other Than Home Terminal

The Organizations' proposed Rule 17 reads:

(a) Engineers and firemen (helpers) in pool freight and in unassigned service held at other than home terminal shall be paid continuous time for all time so held after the expiration of 12 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 12 hours after the expiration of the first 20-hour period, they shall be paid continuous time for the next succeeding 8 hours, or until the end of the 20-hour period, and similarly for each 20-hour period thereafter.

(b) For the purpose of applying this rule the management shall designate a home terminal for each engineer and fireman (helper) in pool freight and in unassigned service. Home terminals, as they existed on June 20, 1947, shall not be changed, except by mutual agreement.

(c) The provisions of this rule shall also apply to regularly assigned freight and passenger service, unless excepted by future agreement.

This proposal would change the existing standard rule or practice in the following respects:

(1) In place of 16 hours' lay-over time without pay in each 24 hours, the proposed rule would substitute 12 hours in each 20 hours.

(2) Payments for time held at away from home terminal, after the stipulated period, would be separate and apart from mileage pay, whereas the present standard rule allows such payments to be offset or "absorbed" by mileage made on the return trip to the home terminal.

(3) The present rule applies only to engineers and firemen in pool freight and in unassigned service; the proposal would make the rule applicable also to men in regularly assigned freight and passenger service.

(4) Home terminals which are designated by the carrier under existing rules could not be changed from what they were June 20, 1947, except by mutual agreement.

After careful consideration of the evidence and arguments the Board finds that the record justifies only the second (No. 2) of these proposed changes. To rearrange payment periods for released time at away from home terminals from 16 hours within 24 to 12 hours within every 20 would require complex and costly rearrangements which appear too burdensome. With respect to including the assigned men under the rule, much reliance was placed on the possibility that the carriers may transfer unassigned men to assigned runs in order to avoid payment for time held at away from home terminals. This may possibly develop into an abuse, but the evidence was meager on this point. Finally, the present rule by which carriers designate home terminals seems to be working reasonably well, and the record shows little in the way of unsatisfied complaints.

RECOMMENDATION

The Board finds and recommends:

That the present standard rule covering time held at other than home terminal should be changed only by separating the payments for this time from the compensation for the service trip, thereby eliminating the present "run-off" feature.

F. MISCELLANEOUS WORKING RULES

16. Deadheading

As revised January 12, 1948, the Organizations' proposed Rule 22 reads:

Engineers, firemen (helpers), hostlers or hostler helpers called or required to perform deadhead service shall be paid for such service at not less than the rate applicable to the class of service and engine used in the service deadheaded to or from.

Practically all railroads have some kind of deadhead rule, but there is no standard rule or uniform practice. The agreements on different roads vary widely in their provisions, and representatives of the Employees explained that they did not desire to change any of the existing rules which prescribe mileage allowances for deadheading, except with respect to rates to be paid. The proposal "*deal only with standardization of mileage rates* to be paid for deadheading under existing rules." It provides that men should be paid for the miles they deadhead at the same mileage rates that they will get on the engines they will be running, or on the engines that they have run, if they are required to deadhead to another place, usually to their home terminals. At present the most common practice is to pay them the rate applicable to the trains on which they deadhead. All other provisions of present rules would remain unchanged.

When a man deadheads he usually rides in a passenger train, less often in the caboose of a freight train. The Carriers made some point at the hearing that such riding is not "service," citing a requirement of the Interstate Commerce Commission that engineers and firemen so riding should be reported as passengers, and not as employees. But they are paid for deadheading because this is a necessary part of their service, and obviously the men's time is devoted to the service of the carrier, or no pay whatever would be justified. We therefore regard the contention that deadheading is not service as quite irrelevant.

The real point of the Carriers' is that deadheading men run no train and have no responsibility for operating or firing an engine. They contend that only time is to be paid for, and this should be less than when the men actually work on the engines. The employees, on the other hand, value their time on the basis of their earning power when they run trains, and they argue that they ought not to suffer loss of earnings simply because the carrier happens to order them to deadhead rather than to run an engine.

There is merit in both positions. But whether the proposed change in mileage rates is justified depends on the relation of these deadhead rates to the variety of other provisions in existing rules on the different roads, which the employees propose to leave as they now are. The Board finds that it cannot, on the basis of the record in the present case, properly evaluate the effects of changing only the mileage rates and leaving all other existing provisions of deadhead rules unchanged.

The evidence shows that over a period of many years there have been movements for standardizing deadhead rules, and there have been expressions of opinion by boards and officials that these rules ought to be standardized. We are unable, however, to determine from what

was presented to us whether merely standardizing mileage rates, without standardizing the rules themselves, would result in real standardization or cause more confusion. Under the circumstances, the Board is of the opinion that the uncertainty as to the effect of the proposed change precludes us from recommending it.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 22 be withdrawn.

17. Points for Going On and Off Duty

The Organizations' proposed Rule 26 reads:

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

As we understand this proposal, it would make necessary that the employees negotiate agreements with the management at each terminal designating jointly the points for going on and off duty, and would in every case require that they must agree that the points for going on and off must be the same. Obviously the Carriers' Conference Committee representing all the roads here involved and the national committees representing the Organizations are in no position to designate the points at each local terminal.

At present, there are no agreements covering engineers and firemen in road service (with one exception) that require either carriers alone or jointly with representatives of employees to designate points for going on and off duty. In yard service however, there have been agreements for many years requiring management to designate points for going on and off, and more recently some agreements have been negotiated establishing the points jointly. The reason for lack of rules covering road engineers and firemen is apparently that they have regular assignments which make plain the places for going on and off duty. The proposed rule says nothing about extra men, and we are not sure as to how these might be affected.

In connection with the terminal delay rules discussed above, we mentioned that the present methods of designating the places for going on and off duty seem to be working satisfactorily, on the whole. The main reasons given by the employees for requesting this rule is that workers are greatly inconvenienced, and to some extent endangered, if they are released at a point in the terminal different from the one at

which they report for duty. But Appendix B to Employees' Exhibit 46 which contains information reported by General Chairmen on various properties hardly bears out this contention. Most of their reports state that satisfactory arrangements have been worked out. At a good many terminals the points for going on and off duty are already the same, while at others conditions satisfactory to the employees have been established without making the points the same. Where employees have complained about inconvenience, in most cases the reports state that satisfactory adjustments have been made. It is to be noted also that in the yards represented by the SUNA, the Exhibit shows that the yardmen report generally satisfactory arrangements, with little or no complaint about going on and off duty.

The Board finds that the record in this case does not justify a recommendation for adoption of this rule.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 26 be withdrawn.

18. Pilot Service

A "pilot" is defined in the standard code of operating rules as:

An employee assigned to a train when the engineman or conductor, or both, are not fully acquainted with the physical characteristics or rules of the railroad, or portion of the railroad, over which the train is to be moved.

The Organizations here propose the following rule limiting the use of employees as pilots:

RULE 27

(a) When a train of one railroad is being detoured over another railroad, or a train of one seniority district is being detoured over the territory of another seniority district, an engineer pilot shall be used. The engineer pilot shall be taken from the railroad or the seniority district over which the train is to be moved.

(b) This rule shall also apply in instances when engineers on other trains are not familiar with the territory over which the train is to be moved.

Some schedule agreements provide, as does the Reading Company, that: "When pilots are required engineers will be furnished an engineer as a pilot, rules and rates in such service to apply." Others require conductors only or both engineers and conductors while still others have no rule on the subject. In numerous instances, employees who may know the road, but who are not experienced in engine or train service are used, such as maintenance-of-way employees, signalmen, tower men, supervisory officers, etc.

The Organizations stated in their presentation of this matter that they are "frankly disturbed by the extent to which the Carriers seemingly were able to confuse the Emergency Board members on this issue during the 1946 proceedings."

That Board stated:

Because such a requirement as is embodied in this proposal would be tantamount to an invasion of managerial prerogatives and functions, the Board is unable to recommend the adoption of the proposed rule. We believe, however, that whenever pilot service is used it is reasonable to require that such pilot shall be chosen from the seniority roster of the district involved and we recommend accordingly.

We see no need either to defend the 1946 Board or to indulge in extensive reasoning in support of our own view of this problem.

No showing has been made that present practices have resulted in any endangering of lives or property. The request is that the Organizations represented here be given an exclusive right in this field. The fact is, however, that on some properties, according to the testimony, other crafts have established by contract their rights as pilots. Those crafts are not before us. Were our view of the merits of this issue different, we would still feel that we should not make recommendations prejudicing the rights of groups not before us.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 27 be withdrawn.

19. *Eating and Sleeping Accommodations*

The Organizations' proposed Rule 36 reads:

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

Representatives of the Employees emphasized repeatedly at the hearing the fact that this proposed rule contains no penalty provision. The implication in these statements would be that a violation of such a rule, if adopted, would subject the carrier involved to no money penalty. The proposed "rule" would become, on that understanding, not a rule at all but simply a statement of good intention on the part of the carriers.

The Board accepts the argument that crews *should*, as a matter of practice, be tied up only where adequate accommodations are available. It is not convinced, however, that the situation warrants the adoption of any uniform "rule" covering this matter. There are such rules in effect on a great many of the roads today. That they are generally satisfactory is indicated by the fact that the

employees, in their testimony, referred to only two experiences which, in their judgment, warranted attention. Situations of this type can be much more satisfactorily handled by cooperative effort on the properties, directed at whatever particular problem that has arisen, than by the blank-cartridge approach of a national "rule" which is at least claimed to contain no shot. The Board commends to the Carriers that they give attention on the properties to the complaints which have been registered, but it sees no justification for the adoption of any standard rule covering this matter.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 36 be withdrawn.

20. *Flagging and Throwing Switches*

The Organizations' proposal here is the same as one considered by the 1946 Emergency Board. It reads:

Rule 38. Engineers and firemen (helpers) shall not be required to flag, or throw switches.

The Board recommended adoption of the proposal with this addition, "Except for their own trains and then only when no one else is available for the purpose."

The Carriers say in part:

The meaning and intent of this proposal is relatively clear and definite. It provides a mandatory prohibition, without exception, against requiring an engineer or fireman (helper) to flag or to throw a switch. In other words, if the Organizations' proposal were adopted neither an engineer nor a fireman, on the road or within switching limits, could be required to protect his engine or train by flagging against the movement of other engines or trains or to throw a switch, regardless of the circumstances, even though there were an emergency.

The Employees say in part:

The proposed rule does not contemplate that in cases of real emergency the enginemen would refuse to flag or throw switches if necessary to avert property damage or injury to themselves or other employees. However, engine crews do strenuously object to performing work assigned to trainmen in addition to their own assigned duties.

We recognize, as did the 1946 Board, that engineers and firemen, except in an emergency, should not be called upon to do the work of another craft.

Much of the argument and testimony presented to us was concentrated on a situation where Carriers' operating Rule 99, if strictly interpreted, appeared to put an engine crew in an impossible situation.

Aside from this there was little or no evidence as to what effect the adoption of proposed Rule 38 would have. It apparently would have far reaching consequences such as the additional employment of a large number of men for whom no real need was shown.

On the other hand, if all that is intended is to take care of a situation affecting an occasional crossover, a national rule is unnecessary.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 38 be withdrawn.

21. Watch Inspection

The Organizations' proposed Rule 42 reads:

When engineers, firemen (helpers), hostlers, hostler helpers, yard foremen, yard helpers or switch-tenders are required to have their watches inspected, such inspection shall be made while employees are on duty and under pay. The carrier shall assume the cost of such cleaning and repairing of the watches of employees covered by this Rule as is necessary to meet the requirements of the carriers' time service rules.

There is no provision in present schedule rules covering this matter of watch inspection. Most carriers require the use of specified makes of watches and require that they be inspected periodically. The employees buy the watches and have them repaired on their own time, and pay for all cleaning and repair expense.

There are certain broad equities in this proposal. The essentiality of these watches to railroad operation is reflected in the requirements that they be of specified makes, that they be inspected periodically and that they be kept to a specified standard of accuracy. The Carriers' argument, that the watches are used 75 percent of the time by the employees while they are off duty, is met by the answer that the employees would normally select much less expensive watches than these if only their own interests were involved. The recommendation of the 1946 Emergency Board reflects these broad equities.

This problem is complicated, however, by the obvious difficulties of working out any uniform rule covering it. The employees' representative indicated, at the hearing, that their proposal contemplates the Carriers' having watch inspectors at the terminals so that the employees would not have to spend their own time in "going clear across town" to have the required inspections made. This would be practicable at some terminals, but would be impracticable at others. Such a system would take care of the matter of inspection at some terminals, but could probably not be worked out at all generally for the "cleaning and repairing" of the watches.

The rule apparently contemplates that inspection will be made "while employees are on duty and under pay," but that any time incident to arrangements for having the watches cleaned and repaired will not be paid for. In those cases where it would be impracticable to supply inspection service at the terminal, the rule would leave countless questions as to the basis upon which the employee would be paid for the time necessary to take his watch to an inspector, as to whether he would be paid for the time necessary to return to the terminal after visiting the jeweler, as to whether he would be paid when he left the watch for repairs after having it inspected, and so forth.

It is obvious that none of these difficulties, which have been enumerated, is in any way insuperable. The points mentioned are all of a type which could be worked out in the light of particular situations. The Board is of the view that they should be worked out, either as contract rules on the individual properties or by arrangements which are made more informally. The Board is equally clear, however, that this problem is not one which can be effectively met by the adoption of any national standard rule for all railroads. To attempt even to outline a form for the disposition of this problem would be to risk needless confusion. There is a limit to the kind of thing which can be appropriately considered by a Board of this character and made the subject of national recommendations. This issue appears to the Board to go beyond that limit.

RECOMMENDATION

The Board finds and recommends:

That the Organizations' proposed Rule 42 be withdrawn.

22. *Savings Clause.*

The Organizations' proposed Rule 45 reads:

Existing differentials for divisions or portions thereof; or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowance, are preserved.

Existing rules, considered more favorable by committee on individual roads, are preserved.

There is no difference between the parties as to the desirability of the general practice of including, in any uniform agreement, a savings clause which: (a) Preserves differentials the basis of which is unrelated to any issue here in dispute, and (b) provides for the election by local employee committees to preserve existing rules if they deem them to be more favorable.

It is also clear, as recognized by the 1946 Board, that the recommendation by an Emergency Board of such a savings clause should

not be interpreted as affecting the Board's more particular recommendations covering any proposals introduced by the Carriers. Finally, it is recognized that any provision for the preservation of existing rules by local committee election, should include the setting of a time limit for the making of such election.

RECOMMENDATION

The Board finds and recommends:

That, without reference to the specific form of proposed Rule 45, any uniform agreement reached by the parties should include a "savings clause" embodying the general principles heretofore recognized by the parties and referred to in the preceding paragraph.

IV. CARRIERS' PROPOSED CHANGES IN RULES

We turn now to the rules proposed by the Carriers. There are 15 of these, and they are listed in Appendix D to this report.

With a single exception, the Employees' representatives declined to present any evidence, either direct or in rebuttal, on these Carrier proposals. They did not question the authority of the Board to hear the issues, but they made the following statement:

"The Organizations (BLE, BLF&E and SUNA) cannot seriously consider Carrier proposals to deprive the employees of advantageous and hard won conditions which in truth underlie and form the basis for the further and modest advances now under consideration. * * *

They, by their proposals, would ask this Board to recommend rules which in principle would declare the unrighteousness of beneficial rules enjoyed by classes of employees not granted opportunity to be heard before this Board in their own defense."

* * * * *

"Finally, the public interest cannot be served by depriving employees of benefits hard won and well established. The problem of the railroads cannot be solved through turning the clock backward, or through forcing their employees into defensive refusal to work under worsened conditions."

The Board had no choice but to accept the Organizations' position on this matter insofar as their decision to present no evidence or testimony was concerned. It was, in the view of the Board members, an unwarranted and an unfortunate decision. The Board has, of course, proceeded to a full consideration of each of the Carriers' proposals.

The Organizations' general position in this matter did not extend to Carriers' proposed Rule 4, Time Limit on Claims. On this issue, the Employees' representatives agreed to negotiate a reasonable rule with the Carriers. The Board directed the parties to proceed with such negotiations, but formal advice was received on March 13, 1948, that they were unable to reach any agreement.

One of the Carriers' proposals, Rule 14, Passenger Service Overtime, has already been disposed of in conjunction with the Organizations' proposed Rule 3, covering the same issue.

The Carriers' proposed Rule 3, Handling Freight in Passenger Service, is closely related to the Organizations' proposed Rule 19, Conversion Rule, and these two proposals are considered together as the last item in this report.

A. YARD AND ROAD SERVICE

23. *Yard Starting Time*

The Carriers' proposal No. 1 reads:

1. (a) Regularly assigned yard crews will each have a fixed starting time. The starting time will not be changed without at least 48 hours advance notice.

(b) When one or more groups of three crews each are so assigned that the second crew relieves the first, the third crew relieves the second and the first crew relieves the third the starting time of the first crew of each such group of three crews shall be between 6:30 a. m. and 8 a. m.

(c) When one or more groups of two crews each are so assigned that the second crew relieves the first, the starting time for the first crew of each such group of two crews shall be between 6:30 a. m. and 8 a. m. or between 2:30 p. m. and 4 p. m. or between 10:30 p. m. and 12 midnight.

(d) Crews assigned other than as described in paragraphs (b) and (c) above may be started at any time between 6:30 a. m. and 12 midnight; provided that at points where only one yard crew is regularly employed it may be started at any time.

(e) Any group of crews, as provided for in paragraphs (b) and (c), and any number of separate crews, as provided for in paragraph (d), may be worked in the same terminal or yard at the same time. The starting time of any group of crews started under paragraph (b) or (c) or of any crew started under paragraph (d) shall not determine the starting time of any other group of crews started under paragraph (b) or (c) or the starting time of any crew started under paragraph (d).

2. Extra crews and transfer crews are not subject to the foregoing and may be started at any time.

3. Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed 1 hour from periods above provided.

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

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

The issue presented here may be clarified by noting those parts of this proposal which are allegedly non-controversial and those with respect to which no particular argument is made. The Carriers' witness on this issue testified that paragraphs 1 (a), (b) and (c) con-

template no material changes in the present rule. The purpose of the changes in language in these paragraphs was not made clear or even developed in any detail, and any affirmative Board recommendation with respect to these proposed changes would accordingly be inappropriate.

The proposed provision covering practices in "single-engine" yards is also said to be no more than a restatement of present practices. It appears, furthermore, that paragraph 3 represents no change in the present rule. Paragraph 4 is one which is common to all of the Carriers' proposals and warrants no special consideration here.

The real issue arises in connection with paragraphs 1 (*d*) and (*e*) and paragraph 2. These involve the question of when extra crews, transfer crews and crews "not worked in continuous service" may be assigned to start work. The matter of these assignments is, according to the Carriers' statement, presently covered by rules which are based on the Director General's Supplements 15, 16, 24, and 25 to General Order No. 27 and which provide as follows:

* * * * *

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

(*e*) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in section (*b*) [i. e. 6:30 a. m. to 8 a. m., 2:30 p. m. to 4 p. m., or 10:30 p. m. to 12 Midnight] or (*d*).

It is the Carriers' position that this language in the present rules was originally interpreted in a manner which gave it the same meaning as is expressed in the rule now proposed for adoption, but that this original meaning has been perverted by the awards of the National Railroad Adjustment Board. We have no concern with the accuracy of this characterization. The Carriers state further, however, that the existing rule, as presently interpreted, precludes the maximum utilization of yard locomotives and promotes inefficiency and waste.

More specifically it is stated that under the present rule extra crews "may be started only during one of the three 90-minute periods established for crews working in three-trick continuous service except in the event of accident or storm," and that the same rule obtains, in effect, with respect to the so-called "independent assignments" insofar as such assignments were originally considered as those where the crews do not relieve each other. This means, it is stated, that yard crews have to be started at times when they are not needed and that they then have to be kept over and paid overtime for the period when they are needed. It appears to be true, too, that the present rule is interpreted, by the Adjustment Board, where there are two shifts operating in any yard, as in effect, preventing the assignment of two crews for

overlapping periods, despite the possible necessity of doing so to handle peak period demands.

In general, it is alleged that the present rule prevents the use, without penalty, of other than regularly assigned crews at hours which may be necessary to do the work which needs to be done. The three 90-minute starting periods have become the required starting periods for virtually all yard crews despite the fact that peak operating periods require other assignment schedules if the load is to be efficiently carried.

These applications of the present rule appear, on the basis of the Carriers' statement, to be unreasonable and to warrant some change in the present rule. It is the fault of neither the Carriers nor this Board that there was no opportunity to explore what is very probably another side to this question. The record does suggest what would be a legitimate employee interest in not being subjected to "wholesale rearrangements of existing yard schedules." It also reveals a tendency on the part of the Carriers to carry this proposition too far by demanding what would appear to be unfettered discretion to make some assignments to some types of crews on a basis which would give the crew members no way whatsoever for knowing what part of any 24 hours they may call their own.

The record does not reveal, however, any answer to what would appear to be the reasonable request that some basis should be worked out whereby extra crews and those which are not to work in continuous service might be assigned to start work during other than the three specified 90-minute periods during the day. It would seem practicable to permit a scheduling which would give the crews regularity of assignment or at least a reasonable basis for knowing when they would start working but which would not result in the imposition of penalties where their starting times did not coincide with those of the regularly assigned crews.

RECOMMENDATION

The Board finds and recommends:

That, to the extent that this yard starting time problem exists in the form presented to the Board, the parties should negotiate and agree upon a rule which would permit the starting of extra crews and those which do not work in continuous service on schedules required to meet operating necessities, but which rule would recognize the justification for reasonable regularity in such starting times and the necessity of settling this issue by collective bargaining rather than unilaterally.

24. Road Crews Performing Switching—Right to Establish and Eliminate Yard Engine Service—Designation of Switching Limits

The Carriers' proposal No. 2 reads:

(a) At stations or in each yard where no yard crews are employed or, if employed, are not on duty at the time, road crews in any class of service may be called upon to do any and all switching. At stations or in each yard where yard crews are employed and are on duty at the time, road crews in any class of service may be required to perform any switching in connection with their own train, and in the performance of such work may handle cars of other than their own train; provided, that crews in local or way freight, mixed train, mine run, beet run, transfer, work train, ore, and other miscellaneous services may be required to perform any switching regardless of whether or not yard crews are employed.

(b) When switching is performed by road crews as provided in paragraph (a), such work shall be paid for as part of the road day or trip and additional compensation shall not be paid under road regulations for such work. Neither road nor yard service employees may claim pay under yard regulations when such work is performed by road crews.

(c) The Management has the exclusive right to establish and abolish yard service and yard assignments and to designate and change switching limits.

(NOTE.—This rule shall be incorporated in both the road rules and in the yard rules in schedules having separate road and yard rules.)

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

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

The Carriers argue that:

(1) The present situation has resulted in wasteful and time consuming practices which have impaired the quality of railroad service.

(2) The adoption of the proposal would improve the efficiency of yard and terminal operations and would permit railroad service to be improved.

(3) The manner of handling yard and terminal work is the chief remaining source for improvements in the speed of railroad operations.

(4) Monetary savings would accrue under the proposal estimated by the Carriers to be in excess of \$29,000,000.

As already indicated above, the Organizations declined to present any evidence or make any concessions in respect to this proposal.

At the hearing it was suggested that some of the phases of this rule pertain to so-called "fringe work" and the query was made whether the proposed rule industry-wide in its scope was not revolutionary in its nature. The reply was the carriers did not know any other way "to get the necessary relief."

[See in this connection Award 3110, First Division, and awards therein cited.]

That this is an important and persistent controversy in the industry is evidenced by the fact that as far back as 1933 an Emergency Board made considerable comment on this subject. Hon. Royal A. Stone, serving as a referee with the First Division on May 13, 1940, made pertinent observations on the same subject in a letter to the members of the First Division Board.

The 1946 Emergency Board's report is silent on the matter, except as it may be covered by the general language remanding "the rules controversy to the parties for further negotiation."

In the ORC and BRT 1947 agreement, sections (a) and (b) of this rule as there proposed by the Carriers were withdrawn. That portion of Section (c) which has to do with establishing and abolishing yard service and assignments was remanded to individual Managements and General Committees for negotiations whereby the last remaining yard assignment in a particular yard may be abolished where yard service requirements have decreased to a point that abolishment is justified.

That portion of section (c) pertaining to designating and changing switching limits was likewise remanded to work out permission to make changes "under certain specified circumstances, as may be agreed upon, to meet conditions on such property to the end that efficient and adequate service may be provided and industrial development facilitated."

Such action tho limited in its nature is obviously a step in the right direction. We have every reason to feel that the BLE, BLF & E, and SUNA are no less willing "that efficient and adequate service may be provided and industrial development facilitated."

This highly important matter deserves the best thought and effort of all the parties concerned. Some who would be most vitally affected are not before this Board and consequently we cannot pass upon a matter of such great concern in their absence.

Nor is this emergency board hearing the "only way to get the necessary relief" for the carriers and to preserve to the employees "advantageous and hard-won conditions."

The problems involved in this proposal affect all crafts engaged in yard work and can best be solved through the application of the processes of collective bargaining. Because of the absence of some of the parties concerned we are constrained to remand the matter, without more comment, to subsequent negotiations, first, on an industry-wide basis, and failing settlement there, to local negotiation.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 2, in its entirety, be remanded for further consideration by the parties as indicated above.

25. *Use of Trainmen and Yardmen to Couple and Uncouple Air Hose and Release Air Brakes*

Carriers' proposal No. 12 reads:

Trainmen and yardmen may be required, without penalty pay and as a part of their regular day's work, to couple and uncouple air, signal and steam hose, to unhook vestibule curtains, and to make necessary air tests at all points except where and at such times as car inspectors are employed and on duty and immediately available at the particular time and place where the work is performed; provided, trainmen and yardmen may be required without penalty pay and regardless of whether or not Car Inspectors are employed, or are on duty or are available, to couple and uncouple air, signal and steam hose between engine and caboose, engine and train, or train and caboose, and between drafts or cuts of cars, to bleed cars, and to unhook vestibule curtains. * * *

This proposal covers, by its specific wording, one large group of employees ("Trainmen") who are not represented in any way in this proceeding. It is also a proposal which, if it were adopted, would have the effect of giving to the trainmen and yardmen certain work which may well be considered, under other contracts, within the exclusive jurisdiction of the carmen or other groups of employees. The request is not that employees before this Board be adjudged as having no claim to certain work but rather that these employees be given work which others have heretofore done and which they may, so far as this Board has been advised, have a contract right to do. Such a request cannot be accepted as having been seriously made here.

The situation described by the Carriers' representatives suggests that present practices with respect to the operations mentioned in this proposal may be the cause of some of the "terminal delay" about which the employees have elsewhere complained. To the extent this is true, there is a common and general interest in doing something about it. For the reasons already mentioned, however, this Board cannot deal with this problem on the only basis which would offer any hope of satisfactory disposition.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 12 be withdrawn.

26. *Work That May Be Performed by Yardmasters and Other Supervisory Officers or Employees*

Carriers' proposal No. 22 reads:

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

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

This is another case in which the Board is requested to direct a shot-gun blast at a situation which probably involves some abuses but which requires an entirely different type of treatment if any improvement is to be expected or hoped for. The Carriers describe the present situation with the cryptic statement "rules rare." They add a short chronicle of excerpts from Railroad Adjustment Board awards and opinions which illustrate what appear to be serious problems under existing agreements.

We have no basis for doubting that these *are* serious problems. Neither have we any basis, as this proposal has been presented, for acting upon the request which is made. We are asked to recommend that "*all rules, customs or practices*" bearing on this question "shall be eliminated." Yet we are told by the Carriers that rules on this issue are "rare," and we have not been advised as to what any of them actually is. The "customs or practices" referred to are not identified. They are probably based on other contracts which are still in effect and as to which this Board is given no information.

The rules and customs and practices referred to are stated as affecting "yardmasters and other supervisory employees." Yet this Board has before it not more than ten or twelve (and perhaps not even these) of the thousands of yardmasters and other supervisory employees in railroad service. There is some question as to the propriety of creating the illusion that this Board has authority to deal with problems which are described as demanding alleviation but about which it is clear from the record the Board can do nothing.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 22 be withdrawn.

27. *Interdivisional Runs*

The Carriers' proposal No. 19 reads:

(a) The Carrier shall have the right to establish interdivision, interseniority district, intradivisional, and intradistrict runs in assigned and unassigned service. Any such run, whether assigned or unassigned, may be operated on either a one-way or turn-around basis and through established crew terminals. Extra service may be operated on the same basis. The right to operate such runs will be free of the imposition of any restrictions as to the class of traffic which may be handled or as to the destination of any empty or loaded car moving on such runs.

(b) In the application of paragraph (a), the Carrier shall distribute the mileage equitably as between employees from the respective seniority districts involved.

(c) No rule, regulation, interpretation, or practice shall be construed to in any way prohibit, restrict, qualify, or limit the provisions of paragraph (a) and (b). * * *

This proposal presents many of the difficulties which have been encountered in connection with the consideration of other Carrier proposals. The evidence which was introduced suggests very strongly the existence of certain practices which cannot be reconciled with what would appear to be sound principles of operation. Yet the proposal which is made and the circumstances under which it is made cast doubt upon the purpose with which it was pressed upon this Board. It applies, in its form, to train service employees, who are not parties to this case, as well as to the engine service employees who are. It is substantially different, moreover, from the settlement of this same issue which was arrived at by these same carriers with the train service employees just 4 months ago. It asks for the establishment of unrestricted management discretion in a matter which has been recognized for years as the appropriate subject of both collective bargaining and the application of the seniority system, and which was so recognized by the Carriers themselves in the recent settlement referred to.

The Board is convinced, to the extent that conviction is warranted on the basis of unilateral testimony, that this problem of interdivisional runs must receive the continuing attention and cooperative consideration of the companies and the employees. It is doubtful whether the answer lies in the adoption of a uniform rule in the matter. But, there is a wide area of possible cooperation here and the adherence of the employers and the employees to the extreme positions has undoubtedly delayed the exploration of that area.

The form of the proposal submitted to the Board precludes any affirmative recommendation with respect to it. The Board does, however, as did the 1946 Board, urge upon the parties that they attempt to work out procedures looking toward "mutual agreement on the establishment of interdivisional runs (which) would result in significant economies with ultimate benefit to both parties." There is a "public" interest here, too, which should serve as at least an incentive to the parties to do voluntarily what the public, even though it be in a sense represented by this Board, lacks the power and the knowledge to either demand or recommend.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 19 be withdrawn but that this matter of interdivisional runs be made the subject of joint consideration by the parties.

B. WORK SERVICE*28. Self-Propelled Roadway and Shop Equipment and Machines*

The complete wording of Carriers' proposal No. 6 will be found in Appendix D of this report. Briefly summarized, it provides that the engine, train, and yard service employees should have no claim to man equipment such as is enumerated in the rule. The Management "shall be the sole judge" as to the need for an employee or employees "with the machines." If the Management should decide that a road or yard employee is needed, the rates to be paid to roadmen would be limited to what men in work-train service get; the yardman would get only yard service rates. All rules now in existence, and any interpretations and practices which conflict with the above would be abolished. It is to be noted also that the proposal, and the arguments in support of it, apply to all operating employees, although conductors and trainmen are not involved in the present proceeding, the Carriers having settled with them by withdrawing the proposal.

Although counsel for the Carriers contended, contrary to the finding of the 1946 Emergency Board, that jurisdictional disputes among the Brotherhoods were not involved in this proposed rule, Carriers' Exhibit No. 14 (p. 2) states, "Until recent times, there was no substantial dispute over the manning of self-propelled roadway and shop equipment. When used as a tool to accomplish maintenance-of-way, shop, or construction work, such self-propelled equipment was operated and moved by the employees of the craft performing the work. During the last decade there have been frequent disputes over the right to man certain of this equipment with the result that today there is much confusion, lack of uniformity, and, in many cases, employment of men who perform no useful function * * *". Obviously the disputes and confusion result from the organizations which represent different crafts each claiming jurisdiction over the same work in connection with operating the self-propelled roadway and shop equipment.

That a deplorable situation has developed because of these jurisdictional disputes is beyond any doubt. In certain cases different divisions of the National Railroad Adjustment Board have decided

that existing agreements require the Carriers to employ both operating and nonoperating employees to do the same work.

Representatives of the Carriers say that it is to correct these conditions that the rule here under consideration has been proposed. But the Board can hardly believe that the representatives seriously believe that a recommendation of this Board, that operating employees shall have no claim to the work in connection with the recently developed equipment, will stop the jurisdictional disputes. And certainly, making the management "sole judge" as to which craft the work belongs to is more likely to intensify the confusion than to relieve it.

Craft unions are notoriously jealous of their jurisdiction. They regard their jurisdiction as a property right, and they will make great sacrifices to protect it, even against their "brothers" in kindred labor organizations. However misguided unions may be in engaging in these controversies over jurisdiction, we think it quite unrealistic to hope that the controversies and the conditions they create can be eliminated merely by giving management the unilateral authority to decide them. Apparently the Carriers must have felt the same way, for they withdrew this proposal when they signed the agreement of December 12, 1947, with the Conductors and Trainmen. It is idle to expect that sole authority lodged either in Labor or in Management over matters of this kind will provide a remedy. A solution must be sought in joint action by both parties and we think it appropriate to warn both that unless they do find ways of remedying these matters by mutual consideration and agreement, there are plenty of signs showing that some solution will be imposed on them by legislative action which is likely to please neither party.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 6 should be withdrawn.

29. Motorcars

Everything we have said with respect to Carriers' proposal No. 6 applies with equal force to this Carriers' proposal No. 8. It would prohibit "Engineers, Firemen, Conductors, Trainmen, and Yardmen" from claiming a right to man inspection motorcars used by company officials or motorcars operated with or without trailers and used by telegraph, telephone, or company forces. The complete proposal uses language almost identical with that of proposal No. 6 providing that these employees should have "no claim" and the Management "shall be the judge" of the need for a train service employee "with such

motorcars." And there is the same questionable reference to train service employees despite the fact that the Carriers have withdrawn the proposal by agreement with the Organizations representing these employees, and only men in engine and yard service are parties to the present proceedings.

RECOMMENDATION

For the reasons stated in the discussion of proposal No. 6, the Board finds and recommends:

That Carriers' proposal No. 8 should be withdrawn.

30. *Flagging in Connection with Maintenance of Way and Construction Jobs*

The Carriers' proposal No. 17 reads:

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

Since the Carriers have withdrawn this proposal by agreement with two Brotherhoods which represent most of the trainmen and yardmen, and the SUNA, which is party to the present proceedings, represents only a small portion of the total yardmen, we think this proposal needs no further consideration here.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 17 be withdrawn.

C. MISCELLANEOUS

31. *Limitations on Run-around Payments*

The Carriers' proposal No. 15 provides for the following addition to the "existing" run-around rule:

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

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

The object of the "existing" run-around rule was stated by Chief Engineer Alvanley Johnston in 1946 Rules Case (p. 146; also cited as Volume No. 3, p. 498) is as follows:

"The rule for run-around was to stop an abuse whereby you had five or six men, we'll say, on the extra list. And instead of calling the first man out, if the round-house foreman had a favorite three or four times down the list he would call him and you had all the argument that he shouldn't have been called. And it was necessary to have a rule to stop such a thing as that."

The Carriers described to the Board two situations in which the present rules are allegedly interpreted in a way which appears to produce results going beyond the stated purposes of these run-around rules. They made a persuasive case that run-around penalty payments should be paid only to the man or crew standing first out at the time of the run-around. They made a convincing showing that these penalties should not be incurred simply because of the accident of one train's pulling out a few minutes later than was expected.

However, when the Board followed down the citations given it by the Carriers it found no evidence that these common sense conclusions stated above had been in any general way violated. The Adjustment Board has in fact denied claims where the demand was for run-around payments for more than the first man on the list. In many of the cases cited there were non-run-around factors involved and the Adjustment Board decision was based on those other factors. Some of them involve no real run-around at all. The one or two most extreme cases stand almost alone and are in no way typical.

This review of the full record explained, what the Board had been unable to understand in the light of the testimony, why the Carriers had withdrawn this proposal in their settlement with the Conductors and Trainmen.

No abuse warranting the adoption of a new uniform run-around rule has here been shown.

RECOMMENDATION

The Board finds and recommends:

That Carriers' proposal No. 15 be withdrawn.

32. Limitation on Payments for Time Lost

The Carriers' proposal No. 18 provides that:

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

The 1946 Emergency Board recommended the adoption of such a proposal with the proviso that an employee wrongfully held out of work should not be required to seek other work for the purpose of mitigating damages.

Testimony was submitted regarding National Railroad Adjustment Board awards which the Carriers claim produced inequitable and unjust results due to the lack of an adequate rule which would be fair to employer and employee alike.

There is no question in our mind that the board equities require an offset of earnings during the period of lay off. These equities are reflected in the common law rule of damages and in the rules adopted by the National Labor Relations Board, War Labor Board and other administrative agencies. In taking this position we accept at the same time the suggestion of the 1946 Emergency Board that in the railroad industry there would not be justification for "requiring an employee held out of service to seek other work for the purpose of mitigating damages."

This whole issue is thrown into doubt, however, by the serious question which has been raised as to the legal authority of the Adjustment Board to "consider matters outside the property" in computing damages where an employee is wrongfully held out of service.

In Award No. 11670 (September 18, 1947), Referee Thomas F. Gallagher directed attention to the limitations imposed by the Railway Labor Act upon the scope of the Adjustment Board's inquiry, its functions and jurisdiction.

Referee Gallagher in this connection quoted from the report of the Attorney General's Committee on Administrative Procedure and Government Agencies dated January 22, 1941.

This Board has expressed above its view on the merits of the "offset" question. It is in no position, however, to pass upon an issue involving a question arising under the law from which the Adjustment Board derives its authority.

Under these circumstances this Board cannot make any recommendations.

33. *Time Limit on Claims*

There are presently but few rules in any of the working schedules which impose a time limit on the presentation and handling of claims and grievances under the amended Railway Labor Act. No such limitation is included in the act itself.

The United States Supreme Court has indicated that local statutes of limitation do not apply (*Order of Railway Telegraphers v. Railway Express Agency*, 321 U. S. 342) to claims arising from collective agreements executed under the terms of the Railway Labor Act. (In this connection see also Attorney General's Committee Report of January 22, 1941, and recommendation 2 (c) (1) of the National Labor-Management Conference, November 30, 1945. For authority to establish such a rule see *Atlantic Coast Line Railroad Company v. Pope*, 119 Fed. (Md) 39.)

A time limit rule proposed by the Carriers was considered by the 1946 Emergency Board. It was deemed by that Board to be meri-

torious and helpful suggestions were made to the parties but no specific recommendation was filed.

The Carriers included a rewritten time limit rule in their 1947 proposal. At the conclusion of the Carriers' submission of this rule here the Organizations indicated their willingness to negotiate a reasonable rule, and the Board requested the parties to immediately make every effort to that end.

Several days after the conclusion of the hearings the parties jointly reported in writing to the Board that they were unable to reach an agreement on this issue.

The Carriers' proposal No. 4 reads as follows:

All claims or grievances must be made in writing by or on behalf of each individual employee within 60 days from date of the occurrence on which the claim or grievance is based, and if not so presented are barred. The presentation of a claim or grievance based upon a continuing violation of an agreement is not prohibited provided it is made in writing in the manner herein stated, and provided further that compensation for such continuing violation shall in no event be payable for period in excess of 60 days prior to the date upon which the claim was made.

Claims and grievances made within 60 days from date of the occurrence and disallowed are barred unless appeal is taken to the proper officer within 60 days from the date of notice disallowing the claim.

Initial decision and decisions by each officer in the course of appeal shall be made in writing, within 60 days from the date claim or grievance is received by him or within 60 days from the date conference is concluded if conference is had thereon. Appeal from any decision must be made in writing within 60 days from the date of decision appealed, or the claim or grievance shall be barred.

Decision by the highest officer designated to handle disputes shall be final and binding unless within 60 days after written notice of such decision the said officer is notified in writing that his decision is not accepted. All claims or grievances involved in such decision shall be barred unless within 6 months from date of said officer's decision proceedings are instituted before a tribunal of competent jurisdiction established by law or agreement. * * *

The employees' position as stated by their General Counsel on the record, indicated that the Organizations desired modification in the proposed language to cover:

(1) Payment of claims that are not disallowed within a specified time.

(2) Time limit restricted to money claims only.

(3) Initial claim to be sufficient without necessity of filing additional claims to cover subsequent similar events.

(4) A separate and additional period for filing stale claims in order to clear up the backlog of claims.

To these and other employees' suggestions the carriers made a direct written reply and furnished a copy to the Board on March 13, 1948.

Rather than send this question back to the parties for further negotiations this Board will proceed to determine the matter.

An identical rule proposed by Carriers was disposed of in the ORC and BRT settlements in the following manner:

1. On a carrier not now having a rule limiting the original presentation of claims for compensation under existing agreements, appropriate committee or committees of the Order of Railway Conductors and/or the Brotherhood of Railroad Trainmen representing the employees involved and proper representatives of the carrier will conduct negotiations for the purpose of adopting such a rule.

2. Decision by the highest officer designated by the carrier to handle claims shall be final and binding unless within one year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employee or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

3. On carriers where there are no existing rules governing the time limits for all appeals to carrier officers, after the original declination of the claim, the fixing of time limits for the handling of all such appeals is remanded to the individual managements and general committees for negotiations with respect thereto.

We recognize the right of the Organizations here concerned to negotiate a time limit rule independently of other organizations. Nevertheless, we do not believe that anyone will seriously dispute the importance of uniformity among all crafts in this particular.

The ORC and BRT disposition leaves much to be determined. This Board therefore makes the following:

RECOMMENDATION

1. That claims arising on and after May 1, 1948, be barred unless made in writing within 60 days.

2. That claims which arose prior to May 1, 1948, be barred unless made in writing on or before November 1, 1948.

3. That claims not disallowed within 6 months after presentation shall be paid unless conference is had thereon in which event the 6 months' period herein shall be extended for 60 days.

4. That a time slip shall be filed covering service performed in connection with each claim.

5. That the time limit rule shall not apply to leniency cases.

6. Except as herein modified by items 1 to 5 above the carriers proposed rule be adopted.

34. "Conversion" Rules

The Organizations' proposed Rule 19 is as follows:

Engineers and firemen (helpers) in all classes of road service, required during a trip or day's work, to pick up and/or set off a car (or cars) at three or more

points; to perform station switching at any point; to consume in excess of 30 minutes in connection with switching at any point, or to load and/or unload freight and/or company material at any point, shall be paid not less than local freight rates for the entire trip or day's work.

The Carriers are proposing a rule covering somewhat this same subject matter, their Proposal No. 3 being as follows:

(a) When trains are composed entirely of cars equipped with high speed betterments, crews on such trains will be paid at passenger rates regardless of the commodities loaded in the cars; provided that any members of a crew required to load or unload l. c. l. freight shall be paid, in addition to the passenger mileage rate, the difference between the passenger mileage rate and the local freight mileage rate for the distance that the l. c. l. freight so loaded or unloaded is hauled while such members of the crew are working on the train. Non-revenue shipments, company material and supplies are not "freight" as covered by this provision.

(b) When trains are composed of cars equipped with high speed betterments and one or more other cars not so equipped, crews will be allowed, in addition to the passenger mileage rate, the difference between the passenger mileage rate and the through freight mileage rate for the distance such cars not so equipped are hauled; provided that any members of a crew required to load or unload l. c. l. freight shall be paid, for the distance that the l. c. l. freight so loaded or unloaded is hauled while such members of the crews are working on the train, the passenger mileage rate and in addition, the difference between the passenger mileage rate and the local freight mileage rate. Nonrevenue shipments, company material and supplies are not "freight" as covered by this provision.

(c) A car shall be deemed to have high speed betterments when it is equipped with signal and steam lines, and with trucks and wheels, permitting it to be moved in passenger trains.

(d) Company material hauled in a passenger train which is not loaded or unloaded by a member of the crew of such train shall not entitle any member of that crew to be paid at other than his regular rate. Any member of the crew of a passenger train required to load or unload in excess of 2,500 pounds of company material shall be paid the passenger mileage rate and in addition the difference between the passenger mileage rate and the local freight mileage rate for the distance that the company material so loaded or unloaded is hauled while such member of the crew is working on the train. The term "company material" shall not include company mail, stationery, station and office supplies or printed matter * * *

It is clear from the record that some action is appropriate in connection with these proposals. Many individual agreements contain conversion rules. These rules are completely lacking in uniformity and it is apparent, from the fact that proposals have been submitted here by both the Carriers and the Organizations, that some degree of uniformity is desired or at least that some industry action is appropriate. Account is also to be taken of the fact that the 1946 Emergency Board, after considering the Organization's proposed Rule 19, recommended affirmative action with respect to it.

It is equally clear, however, that this subject matter involves so many operating details that any attempt by this Board to set out a specific rule would be a disservice to both parties. These details must be taken care of by those who are familiar with their ramifications.

The Board accordingly recommends that the negotiating committees of the Carriers and the Organizations consider this matter further and that they either work out a rule themselves or that they remand this subject to the individual properties with appropriate instructions. It is furthermore recommended that these negotiations proceed upon the basis of an acceptance of the following guides:

(1) That a rule be adopted which affects a conversion from through to local freight rates on the basis of a specific number of pickups or setoffs at different points. The 1946 Board recommended a "three or more points" line and this would appear, from reference to present practices, to be about right. This rule should be so established as not to count those pickups and setoffs which are unrelated to the basis for the conversion claim (for example, but not exclusively, setting off defective cars, doubling hills, adjusting tonnage, etc.)

(2) That the rule effect a conversion from through to local freight rates where station switching or switching at any other point is done in excess of what is agreed upon as representing the amount of such switching which is normal in through freight service. It would appear that an aggregate time limit (for the entire trip) should be set here.

(3) That the rule should effect a conversion from passenger or through freight rates to local freight rates for engine crews when any member of these crews is required to load or unload l. c. l. freight in any substantial amount (to be agreed upon) or where the time consumed in stops for the loading or unloading of l. c. l. freight by other than engine crew members exceeds a certain aggregate time limit (to be agreed upon). This time limit feature relating to such stops may well be worked out in conjunction with the similar feature relating to time consumed in extra switching.

(4) That the rule effect a conversion from passenger or through freight to local freight rates for the loading or unloading of company material by engine crews (or by other than engine crew members where running time is involved) in conformity with the rule covering the handling of l. c. l. freight but with due recognition being given the operating necessities of the carrier companies.

(5) That the rule provide in general that no conversion shall be effected in the rates of engine crews except in the cases specifically covered by the rule and particularly that no conversion shall be effected

as a result of certain types of freight or company material being carried on the train where such freight or material is not loaded or unloaded during a particular crew's run.

V. CONCLUDING STATEMENT

The consideration of the immediately preceding proposals, involving the Conversion Rule issue, affords appropriate occasion for mention by the Board of a matter of more general significance which it considers to be of transcendent importance.

This issue, like the other 36, was presented to the Board at the hearings in an extraordinarily competent manner. Counsel and witnesses cooperated in explaining to the Board literally dozens of little points which were involved. Some 230 pages of exhibits were introduced on this one issue alone. The help which the Board was given in this connection was only typical of that which it received throughout the 33 days of hearings. Nor can it be considered inappropriate that the Board members acknowledge here their very sincere and deep-felt appreciation of the innumerable courtesies which have been accorded them during the past eight weeks.

There is a regrettable contrast between this record of wholehearted cooperation and the recommendation on this Conversion issue, for the latter obviously leaves a great deal to be desired. It advances the handling of this problem very little beyond where it was more than 2 years ago. For all we know it may contain mischievous error.

The Board accepts responsibility for whatever fault may be properly attributed to it for any inadequacy in this or of any other of its recommendations. We take this occasion, however, to point out to the parties a danger which is only highlighted in this particular instance and which is in fact manifest in many others of the proposals submitted to us. It is a danger which threatens the very foundations of the collective bargaining relationship which the employers and employees in this industry asked the Congress 22 years ago to confirm by law. It is a danger with which only the parties themselves can adequately cope.

The Board was not asked, on this Conversion rule issue, to resolve a question of principle. It was made, instead, the target for a barrage of conflicting arguments about a lot of little details. We were asked to find the answers to all these quibbles in a mass of evidence and testimony which covered 230 pages of exhibits and 150 pages in the Record. This was to be done, within a 2-week period, as one little piece of a job which included the disposition of 36 other issues on the basis of well over 12,000 pages of testimony and exhibits.

To use the Emergency Board procedure in this fashion seems to us to defeat its purpose. The inadequacy of this particular recommendation reflects only a small part of the waste here. The time which was spent in trying to follow through all the minutiae of this issue, unsifted by the parties themselves during two years of bargaining, was time which could otherwise have been devoted to resolving the issues of basic principle involved in some of the other proposals. It is a mistake to call upon a Board such as this, as part of an "emergency" procedure, to spend its time trying to unravel a tangle of wrapping string. That these parties were not able to accomplish, by negotiation, even this little kitchen job is cause for real concern. In our judgment this kind of failure has, so far as collective bargaining is concerned, malignant potentialities.

We do not want to labor the point. We would be derelict, however, if we did not give warning of what we consider a bad washout on the track ahead. We repeat that the weakening of collective bargaining, reflected in the form in which this Conversion issue came to us, was manifest as well in too many of the other issues in this case. We urge upon the parties that they start revitalizing the cooperative element in their relationship by working out satisfactory settlements of those issues which cannot possibly be disposed of properly here.

Respectfully submitted.

WM. M. LEISERSON,
Chairman.

GEORGE E. BUSHNELL,
Member.

W. WILLARD WIRTZ,
Member.

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APPENDIX A

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE AKRON, CANTON & YOUNGSTOWN RAILROAD COMPANY AND OTHER CARRIERS, AND CERTAIN OF THEIR EMPLOYEES

Whereas a dispute exists between the Akron, Canton & Youngstown Railroad Company and other carriers designated in the list attached hereto and made a part hereof, and certain of their employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, and the Switchmen's Union of North America, labor organizations; 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 to a degree such as to deprive the country of essential transportation service:

Now, therefore, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), I hereby create a board of three members, to be appointed by me, to investigate 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 any of the carriers involved or their employees in the conditions out of which the said dispute arose.

HARRY TRUMAN.

THE WHITE HOUSE,

January 27, 1948.

LIST

EASTERN REGION

Akron, Canton & Youngstown Railroad Co.

Ann Arbor Railroad Co.

Baltimore & Ohio Railroad Co.

B. & O. Chicago Terminal Railroad Co.

Bessemer & Lake Erie Railroad Co.

Boston & Maine Railroad.

Brooklyn Eastern District Terminal.

Bush Terminal Railroad Co.

Canadian National Railways :

Canadian National Railways—Lines in Northeast.

Champlain & St. Lawrence Railroad.

United States & Canada Railroad.

St. Clair Tunnel Co.

Central Vermont Railway, Inc.

Chesapeake & Ohio Railway Co.

Pere Marquette District.

Fort Street Union Depot Co.

Chicago, Indianapolis & Louisville Railway Co.

Cincinnati Union Terminal Co.

Delaware & Hudson Railroad Corp.

Delaware, Lackawanna & Western Railroad Co.

Detroit & Toledo Shore Line Railroad Co.

Detroit Terminal Railroad Co.

Detroit, Toledo & Ironton Railroad Co.

Erie Railroad Co.

Grand Trunk Western Railroad Co.

Huntingdon & Broad Top Mountain Railroad & Coal Co.

Indianapolis Union Railway Co.

Lake Terminal Railroad Co.

Lehigh & New England Railroad Co.

Lehigh Valley Railroad Co.

Maine Central Railroad Co.

Portland Terminal Co.

McKeesport Connecting Railroad.

Monongahela Railway Co.

Montour Railroad Co.

New York Central Railroad (Full Line Agreements) :

New York Central Railroad—Buffalo and East.

New York Central Railroad—West of Buffalo.

Michigan Central Railroad.

C. C. C. & St. L. Railway.

Peoria & Eastern Railway.

L. & J. B. & Railroad Co.

Boston & Albany Railroad.

Indiana Harbor Belt Railroad.

Chicago River & Indiana (C. J. Railway).

Pittsburgh & Lake Erie Railroad (L. E. & E.).

Cleveland Union Terminals.

New York, Chicago & St. Louis Railroad Co.

New York, New Haven & Hartford Railroad Co.

Northampton & Bath Railroad Co.

Pennsylvania Railroad Co.

Baltimore & Eastern Railroad Co.

Long Island Rail Road Co.

Pennsylvania-Reading Seashore Lines.

Pittsburgh & West Virginia Railway Co.

Pittsburgh, Chartiers & Youghiogeny Railway.

Reading Co.

River Terminal Railway Co.

Staten Island Rapid Transit Railway.

Union Freight Railroad Co. (Boston).
 Washington Terminal Co.
 Wheeling & Lake Erie Railway Co.
 Lorain & West Virginia Railway Co.

SOUTHEASTERN REGION

Atlantic Coast Line.
 Atlanta & West Point Railroad.
 Western Railway of Alabama.
 Atlanta Joint Terminals.
 Central of Georgia Railway.
 Charleston & Western Carolina Railway.
 Chesapeake & Ohio-Chesapeake District.
 Clinchfield Railroad.
 Florida East Coast Railway.
 Georgia Railroad.
 Gulf, Mobile & Ohio Railroad.
 Jacksonville Terminal Co.
 Kentucky & Indiana Terminal Railroad.
 Louisville & Nashville Railroad.
 Nashville, Chattanooga & St. Louis Railway.
 Norfolk & Portsmouth Belt Line Railroad.
 Norfolk & Western Railway.
 Richmond, Fredericksburg & Potomac Railroad.
 Seaboard Air Line Railway.
 Southern :
 Alabama Great Southern.
 Cincinnati, Burnside & Cumberland River Railway.
 Cincinnati, New Orleans & Texas Pacific Railway.
 Georgia Southern & Florida Railway.
 Harriman & Northeastern Railroad.
 New Orleans & Northeastern.
 New Orleans Terminal.
 St. Johns River Terminal.
 Virginian Railway.

WESTERN REGION

Atchison, Topeka & Santa Fe Railway.
 Gulf, Colorado & Santa Fe Railway.
 Panhandle & Santa Fe Railway.
 Belt Railway Co. of Chicago.
 Burlington-Rock Island Railroad.
 Camas Prairie Railroad.
 Chicago & Eastern Illinois Railroad.
 Chicago & Illinois Midland Railway.
 Chicago & North Western Railway.
 Chicago & Western Indiana Railroad.
 Chicago, Burlington & Quincy Railroad.
 Chicago, Great Western Railway (incl. South St. Paul Terminal).
 Chicago, Milwaukee, St. Paul & Pacific Railroad.
 Chicago, Terre Haute & Southeastern Railway.

Chicago, Rock Island & Pacific Railway.
 Chicago, St. Paul, Minneapolis & Omaha Railway.
 Colorado & Southern Railway.
 Colorado & Wyoming Railway.
 Davenport, Rock Island & Northwestern Railway.
 Denver & Rio Grande Western Railroad.
 Denver & Rio Grande Western Railroad (Former D. & S. L.).
 Des Moines Union Railway.
 Duluth, Missabe & Iron Range Railway (Iron Range Division).
 Duluth, Missabe & Iron Range Railway (Missabe Division).
 Duluth, Winnipeg & Pacific Railway.
 East St. Louis Junction Railroad.
 Elgin, Joliet & Eastern Railway.
 Fort Worth & Denver City Railway.
 Wichita Valley Railway.
 Galveston, Houston & Henderson Railroad.
 Great Northern Railway.
 Green Bay & Western Railroad.
 Kewaunee, Green Bay & Western Railroad.
 Gulf Coast Lines—comprising:
 Asherton & Gulf Railway.
 Asphalt Belt Railway.
 Beaumont, Sour Lake & Western Railway.
 Houston & Brazos Valley Railway.
 Houston North Shore Railway.
 Iberia, St. Mary & Eastern Railroad.
 International-Great Northern Railroad.
 New Iberia & Northern Railroad.
 New Orleans, Texas & Mexico Railway.
 Orange & Northwestern Railroad.
 Rio Grande City Railway.
 St. Louis, Brownsville & Mexico Railway.
 San Antonio Southern Railway.
 San Antonio, Uvalde & Gulf Railroad.
 San Benito & Rio Grande Valley Railway.
 Sugar Land Railway.
 Houston Belt & Terminal Railway.
 Illinois Central Railroad.
 Chicago & Illinois Western Railroad.
 Kansas City Southern Railway.
 Kansas City Terminal Railway.
 Los Angeles Junction Railway.
 Louisiana & Arkansas Railway.
 Manufacturers Railway.
 Midland Valley Railroad.
 Kansas, Oklahoma & Gulf Railway.
 Oklahoma City-ADA-Atoka Railway.
 Minneapolis & St. Louis Railway.
 Railway Transfer Co. of City of Minneapolis.
 Minneapolis, St. Paul & Sault Ste. Marie Railroad.
 Duluth, South Shore & Atlantic Railway.
 Mineral Range Railroad.

Minnesota Transfer Railway.
 Missouri-Kansas-Texas Railroad.
 Missouri-Kansas-Texas Railroad Co. of Texas.
 Missouri Pacific Railroad.
 Northern Pacific Railway.
 Northern Pacific Terminal Co. of Oregon.
 Northwestern Pacific Railroad.
 Ogden Union Railway & Depot Co.
 Oregon, California & Eastern Railway.
 Peoria & Pekin Union Railway.
 Port Terminal Railroad Association.
 St. Joseph Terminal Railroad.
 St. Louis-San Francisco Railway.
 St. Louis, San Francisco & Texas Railway.
 St. Louis Southwestern Railway.
 St. Louis Southwestern Railway Co. of Texas.
 St. Paul Union Depot Co.
 San Diego & Arizona Eastern Railway.
 Sioux City Terminal Railway.
 Southern Pacific Co. (Pacific Lines) excluding former.
 El Paso & Southwestern System.
 Southern Pacific Co. (Former El Paso & Southwestern System).
 Southern Pacific Co. (Former Arizona Eastern Railroad—Phoenix District).
 Spokane, Portland & Seattle Railway.
 Oregon Electric Railway.
 Oregon Trunk Railway.
 Terminal Railroad Association of St. Louis.
 Texas & New Orleans Railroad.
 Texas & Pacific Railroad.
 Abilene & Southern Railway.
 Fort Worth Belt Railway.
 Texas-New Mexico Railway.
 Texas Short Line Railway.
 Weatherford, Mineral Wells & Northwestern Railway.
 Texas Mexican Railway.
 Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans.
 Union Pacific Railroad.
 Union Railway Co. (Memphis).
 Union Terminal Co. (Dallas).
 Wabash Railroad—Lines West of Detroit and Toledo.
 Wabash Railroad—Lines East of Detroit (Buffalo Division).
 Western Pacific Railroad.

APPENDIX B

APPEARANCES

In Behalf of the Employees:

For the Brotherhood of Locomotive Engineers:

J. P. Shields, first assistant grand chief engineer.

William R. Hamm, general chairman, Reading Railroad.

Dave Minichan, general chairman, Norfolk & Western.

A. F. Kummer, general chairman, Great Northern.

*In Behalf of the Employees—Continued***For the Brotherhood of Locomotive Engineers—Continued**

Angus Telley, general chairman, New York Central System, Illinois Division.

George Hooper, chief clerk.

For the Brotherhood of Locomotive Firemen and Enginemen :

C. H. Keenen, vice president. .

H. J. Arries, statistician.

G. W. Coleman, general chairman, Chesapeake & Ohio Railway.

Paul Phillips, general chairman, Tennessee Central Railroad.

C. W. Matthews, general chairman, Norfolk & Portsmouth Belt Line Railroad.

Timothy Brown, general chairman, Buffalo Creek Railroad.

E. J. Laird, general chairman, Baltimore & Ohio Railroad.

T. P. Gorman, general chairman, Northern Pacific.

C. E. Whitman, general chairman, Western Pacific.

Brook Jones, general chairman, Soo Line.

J. J. Driver, general chairman, Baltimore & Ohio Railroad, Buffalo Division.

For the Switchmen's Union of North America :

C. E. McDaniels, vice president.

Edward Hampton, general chairman, Rock Island.

Steve Kukall, general chairman, Great Northern.

Consulting Economist for the Organizations: Henry P. Melnikow.

Counsel for the Organizations: Clifford D. O'Brien.

WAGE CASE*In Behalf of the Carriers:***Counsel:**

Guy W. Knight.

H. Merle Mulloy.

Bernard Sobol.

Paul J. McGough.

Richard N. Clattenburg.

Eastern Carriers' Conference Committee:

H. A. Enochs (chairman), chairman, executive committee, Bureau of Information of the Eastern Railways, New York, N. Y.

G. H. Caley, vice president and general manager, Delaware & Hudson Railroad Corp., Albany, N. Y.

F. J. Goebel, vice president, personnel, Baltimore & Ohio Railroad, Baltimore, Md.

L. W. Horning, vice president, personnel and public relations, New York Central System, New York, N. Y.

P. W. Johnston, vice president, Erie Railroad, Cleveland, Ohio.

E. B. Perry, assistant vice president, personnel, New York, New Haven and Hartford Railroad, New Haven, Conn.

H. E. Jones, executive secretary, Bureau of Information of the Eastern Railways, New York, N. Y.

Western Carriers' Conference Committee:

D. P. Loomis (chairman), executive director, The Association of Western Railways, Chicago, Ill.

E. J. Connors, vice president, Union Pacific Railroad, Omaha, Nebr.

C. P. King, director of personnel, St. Louis-San Francisco Railway Co., St. Louis, Mo.

*In Behalf of the Carriers—Continued***Western Carriers' Conference Committee—Continued**

C. R. Tucker, assistant vice president, Atchison, Topeka & Santa Fe Railway Co., Chicago, Ill.

F. B. Whitman, general superintendent, Chicago, Burlington & Quincy Railroad, Lincoln, Nebr.

R. F. Welsh, executive secretary, The Association of Western Railways, Chicago, Ill.

Southeastern Carriers' Conference Committee:

C. D. Mackay (chairman), assistant vice president, Southern Railway, Washington, D. C.

W. S. Baker, chief of personnel, Atlantic Coast Line Railroad, Wilmington, N. C.

H. A. Benton, director of personnel, Seaboard Air Line Railroad, Norfolk, Va.

F. K. Day, Jr., chief of personnel, Norfolk & Western Railway, Roanoke, Va.

C. R. Hook, Jr., vice president, Chesapeake & Ohio Railway, Cleveland, Ohio.

A. J. Bier, manager, Bureau of Information of the Southeastern Railways, Washington, D. C.

RULES CASE*In Behalf of the Carriers:***Counsel:**

R. C. Bannister, general attorney, Chicago & North Western Railway, Chicago, Ill.

Victor L. Lewis, attorney, New York Central System, Chicago, Ill.

J. P. Hamilton, assistant general attorney, Louisville & Nashville Railroad Co., Louisville, Ky.

Burton Mason, general attorney, Southern Pacific Company, San Francisco, Calif.

W. S. Macgill, solicitor, Southern Railway, Washington, D. C.

J. P. Canny, assistant general attorney, Erie Railroad, Cleveland, Ohio.

M. E. Clinton, assistant general solicitor, Missouri-Kansas-Texas Railroad Co. of Texas, Dallas, Tex.

W. A. Miller, assistant to general counsel, Nashville, Chattanooga & St. Louis Railway, Nashville, Tenn.

Albert E. Schoenbeck, general attorney, Wabash Railroad Co., St. Louis, Mo.

W. Harvey Small, personnel attorney, Western Maryland Railway Co., Baltimore, Md.

Howard Neitzert (Sidley, Austin, Burgess & Harper), Chicago, Ill.

Eastern Carriers' Conference Committee:

H. A. Enochs (chairman), chairman, executive committee Bureau of Information of the Eastern Railways, New York, N. Y.

G. H. Caley, vice president and general manager, Delaware & Hudson Railroad Corp., Albany, N. Y.

L. W. Horning, vice president, personnel and public relations, New York Central System, New York, N. Y.

*In Behalf of the Carriers—Continued***Eastern Carriers' Conference Committee—Continued**

P. W. Johnston, vice president, Erie Railroad, Cleveland, Ohio.

E. B. Perry, assistant vice president, personnel, New York, New Haven and Hartford Railroad Co., New Haven, Conn.

H. E. Jones, executive secretary, Bureau of Information of the Eastern Railways, New York, N. Y.

Western Carriers' Conference Committee:

D. P. Loomis (chairman), executive director, The Association of Western Railways, Chicago, Ill.

E. J. Connors, vice president, Union Pacific Railroad, Omaha, Nebr.

C. P. King, director of personnel, St. Louis-San Francisco Railway Co., St. Louis, Mo.

C. R. Tucker, assistant vice president, Atchison, Topeka & Santa Fe Railway Co., Chicago, Ill.

F. B. Whitman, general superintendent, Chicago, Burlington & Quincy Railroad, Lincoln, Nebr.

R. F. Welsh, executive secretary, The Association of Western Railways, Chicago, Ill.

Southeastern Carriers' Conference Committee:

C. D. Mackay (chairman), assistant vice president, Southern Railway, Washington, D. C.

W. S. Baker, chief of personnel, Atlantic Coast Line Railroad, Wilmington, N. C.

H. A. Benton, director of personnel, Seaboard Air Line Railroad, Norfolk, Va.

F. K. Day, Jr., chief of personnel, Norfolk & Western Railway, Roanoke, Va.

C. R. Hook, Jr., vice president, Chesapeake & Ohio Railway, Cleveland, Ohio.

A. J. Bier, manager, Bureau of Information of the Southeastern Railways, Washington, D. C.

APPENDIX C**THE REQUESTS OF THE EMPLOYEES**

Revised Demands Presented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and Switchmen's Union of North America, to the Carriers' Conference Committees on January 12th, 1948.

BASIC WAGE PROPOSAL OF SEPTEMBER 30, 1947

Effective November 1, 1947, all existing basic daily wage rates be increased 30 percent with a minimum money increase of \$3 on the basic day. The same percentage of increase applied to the basic day will be applied to all arbitraries, miscellaneous rates, special allowances, and to daily and monthly guarantees.

RULES PROPOSALS**Rule 1—Standardizing Wage Rates Between the Territories**

All existing basic daily wage rates, in effect on railroads in the western territory, shall be not less than rates in effect on railroads in the eastern and southeastern territories.

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

Rule 3—Passenger Service—Overtime

Short Turn-around

(a) On short turn-around passenger runs no single trip of which exceeds 80 miles, including suburban and branch line service, overtime shall be paid for all time actually on duty, or held for duty, in excess of 6 hours (computed on each run from the time required to report for duty to the end of that run) within 8 consecutive hours; and also for all time in excess of 8 consecutive hours, computed continuously from the time first required to report to the final release at the initial terminal. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed 1 hour. This rule applies regardless of mileage made.

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

Other Than Short Turn-around

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

Overtime Rate

(d) Overtime in all passenger service shall be paid for, on the minute basis, at the rate of one and one-half times the basic hourly rate.

Rule 4—Motor or Electric Cars in Multiple Unit Passenger Service

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

Rule 5—Yard and Hostler Services

(a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; a regular assigned or extra man shall be paid on the minute basis at 1½ times the hourly rate for all time worked in excess of 8 hours in a 24-hour period.

(b) A regular or extra man used on a second tour of duty in a 24-hour period shall be paid time and one-half time for the second tour of duty.

Rules 6 and 7—Minimum Rate—Engineers and Firemen (Helpers)

The minimum rates for engineers and firemen (helpers) used in all classes of service paying freight rates shall be the rates applicable to locomotives weighing 250,000 pounds on drivers.

Rule 8—Minimum Rate—Engineers and Firemen (Helpers)

Rates for yard service shall be as follows: Table of local freight rates beginning with 250,000 pounds on drivers.

Rule 9—Hostlers and Hostler Helpers—Rate of Pay

Rates for inside hostlers will be the rate applicable to the local rate for locomotives of 250,000 pounds on drivers and the present differential between the inside hostler rate and the rates for outside hostlers and hostler helpers will be maintained.

(Rate referred to above is rate for firemen.)

Rule 10—Rates for Yard Switch Tenders

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

Rule 11—Guarantees—Engineers, Firemen (Helpers), Hostlers, and Hostler Helpers

Assigned Service

(a) Unless laying off, assigned employees (including extra men filling vacancies on assignments) in all classes of service shall be paid the full mileage or hours of their assignments, whichever is the greater, inclusive of any overtime and arbitraries that are part of same, each time not used thereon, except that when assigned engineers, firemen (helpers), hostlers, or hostler helpers are used in other service because of the operation of schedule rules they shall be paid not less than they would have earned had they remained on their assignments.

(b) Regular assignments shall not be established for less than 6 days per week or the equivalent thereof.

Unassigned, Pool, and/or Extra Service

(c) Unassigned, pool, and/or extra employees in all classes of service shall be guaranteed not less than the equivalent of 3,000 miles each calendar month, exclusive of all other allowances except overtime. Employees who are not ready and available for service each day during an entire calendar month, because of being removed from the working lists through the operation of seniority rules, or because of laying off of their own accord, shall be paid not less than one-thirtieth of this guarantee (at rate per class of engine last used) for each day ready and available for service and not used.

(d) Unless laying off, unassigned or pool service employees (including extra men filling vacancies in such service), shall be paid the full mileage or hours, whichever is the greater, of their turns in this service, inclusive of any overtime and arbitraries which are a part of same, each time not used therein, except that when these employees are used in other than their turns, because of the operation of schedule rules, they shall be paid not less than they would have earned had they followed their turns in unassigned or pool service.

Rule 14—Differentials

Night Differential

(a) Engineers, firemen (helpers), yard foremen, yard helpers, and switch-tenders used in yard, transfer, or belt-line service, and hostlers and hostler help-

ers, shall be paid an arbitrary allowance of 10 cents per hour for all service performed between 6:30 p. m. and 6:30 a. m., computed as follows: Less than 30 minutes shall not be counterded; over 30 minutes shall be counted as 1 hour.

Differential for Yard Conductor—Foreman

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

Rule 15—Initial Terminal Delay

Passenger Service

(a) In passenger service (except as provided for in Paragraph (b) of this Rule) all time in excess of 45 minutes, computed from the time required to report for duty until time train departs from the initial terminal passenger station at initial terminal, shall be paid for as initial terminal delay.

(b) In extra passenger service, when departure of train is from a point within the initial terminal at other than the initial terminal passenger station, all time in excess of 45 minutes, computed from the time required to report for duty until time train departs from the point of departure within the initial terminal, shall be paid for as initial terminal delay.

Freight Service

(c) In freight service all time in excess of 45 minutes, computed from the time required to report for duty until all work in connection with make-up of train has been completed and it is in actual motion, beginning road trip, from the yard track in the initial terminal upon which its make-up is finally completed, shall be paid for as initial terminal delay.

Passenger and Freight Service

(d) All initial terminal delay, computed as provided for in this Rule, shall be paid for, on the minute basis, at pro rata rates, according to class of service and engine used, in addition to full mileage of the trip. When road overtime accrues during any trip or day's work, it shall apply against any initial terminal delay earned during that particular trip or day's work, but not in excess of the actual time on duty after road overtime starts to accrue.

Rule 16—Final Terminal Delay

Passenger Service

(a) In passenger service (except as provided for in Paragraph (b) of this Rule) all time, computed from the time train stops at the final terminal passenger station until crew is finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or waiting to reach the final terminal passenger station, or be held out of that station for any other reason, final terminal delay shall be computed and paid for from time first so stopped until crew is finally relieved from duty.

(b) In extra passenger service terminating at a point in the final terminal other than the final terminal passenger station, all time, computed from the first time stopped at such point, until crew is finally relieved from duty, shall be paid for as final terminal delay.

Freight Service

(c) In freight service all time, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be left or yarded, until crew is finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped by a preceding train waiting in or to enter yard, final terminal delay shall be computed and paid for from time first so stopped until crew is finally relieved from duty.

(d) Should train be stopped or held, before or after engine has entered final terminal limits, because of yard conditions at final terminal, all time so stopped or held shall be computed and paid for as final terminal delay.

Passenger and Freight Service

(c) All final terminal delay, computed as provided for in this Rule, shall be paid for, on the minute basis, at pro rata rates, according to class of service and engine used, in addition to full mileage of the trip. After road overtime commences, final terminal delay shall not apply, and road overtime shall be paid until the crew is finally relieved from duty.

NOTE.—The phrase "relieved from duty," as used in this Rule, includes time required to make inspection, complete all necessary reports and/or register off duty.

Rule 17—Held At Other Than Home Terminal

(a) Engineers and firemen (helpers) in pool freight and in unassigned service held at other than home terminal shall be paid continuous time for all time so held after the expiration of 12 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 12 hours after the expiration of the first 20-hour period, they shall be paid continuous time for the next succeeding 8 hours, or until the end of the 20-hour period, and similarly for each 20-hour period thereafter.

(b) For the purpose of applying this rule the management shall designate a home terminal for each engineer and fireman (helper) in pool freight and in unassigned service. Home terminals, as they existed on June 20, 1947, shall not be changed, except by mutual agreement.

(c) The provisions of this rule shall also apply to regularly assigned freight and passenger service, unless excepted by future agreement.

Rule 19—Conversion Rule

Engineers and firemen (helpers) in all classes of road service, required during a trip or day's work, to pick up and/or set off a car (or cars) at three or more points; to perform station switching at any point; to consume in excess of 30 minutes in connection with switching at any point, or to load and/or unload freight and/or company material at any point, shall be paid not less than local freight rates for the entire trip or day's work.

Rule 22—Deadheading

Engineers, firemen (helpers), hostlers or hostler helpers called or required to perform deadhead service shall be paid for such service at not less than the rate applicable to the class of service and engine used in the service deadheaded to or from.

Rule 25—Sundays and Holidays—Rate for

Engineers, firemen (helpers), hostlers, hostler helpers, yard foremen, yard helpers and switchtenders shall be paid at the rate of time and one-half for all service performed on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas; provided, that when any of the above mentioned holidays fall on Sunday, the day observed by the State, Nation, or by Proclamation shall be considered a holiday.

Rule 26—Points for Going On and Off Duty

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

Rule 27—Pilot Service

(a) When a train of one railroad is being detoured over another railroad, or a train of one seniority district is being detoured over the territory of another seniority district, an engineer pilot shall be used. The engineer pilot shall be taken from the railroad, or the seniority district over which the train is being detoured.

(b) This rule shall also apply in instances when engineers on other trains are not familiar with the territory over which the train is to be moved.

Rule 36—Eating and Sleeping Accommodations

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

Rule 38—Flagging and Throwing Switches

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

Rule 42—Watch Inspection

When engineers, firemen (helpers), hostlers, hostler helpers, yard foremen, yard helpers or switchtenders are required to have their watches inspected, such inspection shall be made while employees are on duty and under pay. The carrier shall assume the cost of such cleaning and repairing of the watches of employees covered by this Rule as is necessary to meet the requirements of the carriers' time service rules.

Rule 45—Savings Clauses

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

Existing rules, considered more favorable by committee on individual roads, are preserved.

APPENDIX D

PROPOSALS OF THE CARRIERS

1. *Yard Starting Time*

1. (a) Regularly assigned yard crews will each have a fixed starting time. The starting time will not be changed without at least 48 hours advance notice.

(b) When one or more groups of three crews each are so assigned that the second crew relieves the first, the third crew relieves the second and the first crew relieves the third, the starting time for the first crew of each such group of three crews shall be between 6:30 a. m. and 8 a. m.

(c) When one or more groups of two crews each are so assigned that the second crew relieves the first, the starting time for the first crew of each such group of two crews shall be between 6:30 a. m. and 8 a. m. or between 2:30 p. m. and 4 p. m. or between 10:30 p. m. and 12 midnight.

(d) Crews assigned other than as described in Paragraphs (b) and (c) above may be started at any time between 6:30 a. m., and 12 midnight; provided that at points where only one yard crew is regularly employed it may be started at any time.

(e) Any group of crews, as provided for in Paragraphs (b) and (c), and any number of separate crews, as provided for in Paragraph (d), may be worked in the same terminal or yard at the same time. The starting time of any group of crews started under Paragraph (b) or (c) or of any crew started under Paragraph

(d) shall not determine the starting time of any other group of crews started under Paragraph (b) or (c) or the starting time of any crew started under Paragraph (d).

2. Extra crews and transfer crews are not subject to the foregoing and may be started at any time.

3. Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

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

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

2. *Road Crews Performing Switching Right to Establish and Eliminate Yard Engine Service—Designation of Switching Limits*

(a) At stations or in each yard where no yard crews are employed or, if employed, are not on duty at the time, road crews in any class of service may be called upon to do any and all switching. At stations or in each yard where yard crews are employed and are on duty at the time, road crews in any class of service may be required to perform any switching in connection with their own train, and in the performance of such work may handle cars of other than their own train; provided, that crews in local or way freight, mixed train, mine run, beet run, transfer, work train, ore and other miscellaneous services may be required to perform any switching regardless of whether or not yard crews are employed.

(b) When switching is performed by road crews as provided in Paragraph (a), such work shall be paid for as part of the road day or trip and additional compensation shall not be paid under road regulations for such work. Neither road

nor yard service employees may claim pay under yard regulations when such work is performed by road crews.

(c) The Management has the exclusive right to establish and abolish yard service and yard assignments and to designate and change switching limits.

(NOTE.—This rule shall be incorporated in both the road rules and in the yard rules in schedules having separate road and yard rules.)

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

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

3. *Handling Freight in Passenger Trains*

(a) When trains are composed entirely of cars equipped with high speed betterments, crews on such trains will be paid at passenger rates regardless of the commodities loaded in the cars; provided that any members of a crew required to load or unload L. C. L. freight shall be paid, in addition to the passenger mileage rate, the difference between the passenger mileage rate and the local freight mileage rate for the distance that the L. C. L. freight so loaded or unloaded is hauled while such members of the crew are working on the train. Nonrevenue shipments, company material and supplies are not "freight" as covered by this provision.

(b) When trains are composed of cars equipped with high speed betterments and one or more other cars not so equipped, crews will be allowed, in addition to the passenger mileage rate, the difference between the passenger mileage rate and the through freight mileage rate for the distance such cars not so equipped are hauled; provided that any members of a crew required to load or unload L. C. L. freight shall be paid, for the distance that the L. C. L. freight so loaded or unloaded is hauled while such members of the crew are working on the train, the passenger mileage rate and in addition, the difference between the passenger mileage rate and the local freight mileage rate. Nonrevenue shipments, company material and supplies are not "freight" as covered by this provision.

(c) A car shall be deemed to have high speed betterments when it is equipped with signal and steam lines, and with trucks and wheels, permitting it to be moved in passenger trains.

(d) Company material hauled in a passenger train which is not loaded or unloaded by a member of the crew of such train shall not entitle any member of that crew to be paid at other than his regular rate. Any member of the crew of a passenger train required to load or unload in excess of 2,500 pounds of company material shall be paid the passenger mileage rate and in addition the difference between the passenger mileage rate and the local freight mileage rate for the distance that the company material so loaded or unloaded is hauled while such member of the crew is working on the train. The term "company material" shall not include company mail, stationery, station, and office supplies or printed matter.

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

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

4. *Time Limit on Claims*

All claims or grievances must be made in writing by or on behalf of each individual employee within 60 days from date of the occurrence on which the claim or grievance is based, and if not so presented are barred. The presentation of a claim or grievance based upon a continuing violation of an agreement is not prohibited, provided it is made in writing in the manner herein stated, and provided further that compensation for such continuing violation shall in no event be payable for period in excess of 60 days prior to the date upon which the claim was made.

Claims and grievances made within 60 days from date of the occurrence and disallowed are barred unless appeal is taken to the proper officer within 60 days from the date of notice disallowing the claim.

Initial decision and decisions by each officer in the course of appeal shall be made in writing, within 60 days from the date claim or grievance is received by him or within 60 days from the date conference is concluded if conference is had thereon. Appeal from any decision must be made in writing within 60 days from the date of decision appealed, or the claim or grievance shall be barred.

Decision by the highest officer designated to handle disputes shall be final and binding unless within 60 days after written notice of such decision the said officer is notified in writing that his decision is not accepted. All claims or grievances involved in such decision shall be barred unless within 6 months from date of said officer's decision proceedings are instituted before a tribunal of competent jurisdiction established by law or agreement.

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

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

6. *Self-propelled Roadway and Shop Equipment and Machines*

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

(b) The Management shall be the sole judge as to the need of a train service employee, or employees, with roadway and shop equipment and machines. If, in the judgment of the Management, a road or yard service employee, or employees, is necessary, road service employees will be paid only the rates and under the rules applicable to work train service, and yard service employees will be paid only the yard service rates. In all such cases, time of the employee, or employees, used for each day service is performed, shall be computed from the time he or they are required to report for duty until relieved from duty at the point where such employee or employees are relieved.

(c) All rules, regulations, interpretation or practices, however established, which conflict with the above shall be eliminated.

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

8. *Motorcars*

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

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

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

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

12. *Coupling and Uncoupling Air Hose Releasing Air Brakes on Cars ("Bleeding Cars") Prior to Switching*

Trainmen and yardmen may be required, without penalty pay and as a part of their regular day's work, to couple and uncouple air, signal and steam hose, to unhook vestibule curtains, and to make necessary air tests at all points except where and at such times as car inspectors are employed and on duty and immediately available at the particular time and place where the work is performed; provided, trainmen and yardmen may be required without penalty pay and regardless of whether or not Car Inspectors are employed, or are on duty or are available, to couple and uncouple air, signal and steam hose between engine and caboose, engine and train, or train and caboose, and between drafts or cuts of cars, to bleed cars, and to unhook vestibule curtains.

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

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

14. *Passenger Service—Overtime*

Overtime in passenger service, except short turnaround service, shall be computed on a speed basis of 20 miles per hour. Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of one-eighth of the applicable basic daily rate.

Overtime in all passenger service shall be applied against monthly guarantee in passenger train service and against daily earnings guarantees in passenger train and engine service.

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

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

15. *Limitation of Runaround Payment*

Add the following provisions to existing rule:

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

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

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

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

17. *Flagging in Connection With Maintenance of Way and Construction Jobs*

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

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

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

18. *Pay for Time Lost To Be Reduced by Other Earnings*

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

For the purpose of this rule self-employment shall not be considered as "other employment."

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

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

19. *Interdivisional Runs*

(a) The Carrier shall have the right to establish interdivision, interseniority district, intradivisional and intradistrict runs in assigned and unassigned service. Any such run, whether assigned or unassigned, may be operated on either a one way or turn around basis and through established crew terminals. Extra service may be operated on the same basis. The right to operate such runs will be free of the imposition of any restrictions as to the class of traffic which may be handled or as to the destination of any empty or loaded car moving on such runs.

(b) In the application of paragraph (a), the Carrier shall distribute the mileage equitably as between employees from the respective seniority districts involved.

(c) No rule, regulation, interpretation, or practice shall be construed to in any way prohibit, restrict, qualify or limit the provisions of paragraphs (a) and (b).

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

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

22. Work That May Be Performed by Yardmasters and Other Supervisory Officers or Employees—Promotion to Yardmasters' Positions

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

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

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

APPENDIX E

THE RAILROADS AND THE EMPLOYEES' ORGANIZATIONS INVOLVED

WESTERN RAILROADS

List of carriers as represented by the Western Carriers' Conference Committee, 1947, showing the rules proposals served by such carriers under date of June 20, 1947, upon their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America.

[The symbol "x" denotes that the 25 rules proposals contained in appendix D were served upon employees represented by the organizations indicated]

Carriers	B. of L. E.	B. of L. F. & E.	O. of R. C.	B. of R. T.	S. U. of N. A.
1	2	3	4	5	
Atchison, Topeka & Santa Fe Ry.....	x	x	x	x	
Gulf, Colorado & Santa Fe Ry.....	x	x	x	x	
Panhandle & Santa Fe Ry.....	x	x	x	x	
Belt Railway Co. of Chicago.....	x	x		x	
Burlington-Rock Island R. R.....	x	x	x	x	
Camas Prairie R. R.....	x	x	x	x	
Chicago & Eastern Illinois R. R.....	x	x		1 x	
Chicago & Illinois Midland Ry.....	x	x		1 x	
Chicago & North Western Ry.....	x	x	2 x	x	
Chicago & Western Indiana R. R.....	x	x		x	
Chicago, Burlington & Quincy R. R.....	x	x	x	x	
Chicago Great Western Ry. (including South St. Paul Terminal).....	x	x	x	x	x
Chicago, Milwaukee, St. Paul & Pacific R. R.....	x	x	x	x	
Chicago, Terre Haute & Southeastern Ry.....	x	x	x	x	
Chicago, Rock Island & Pacific Ry.....	x	x	x	x	x
Chicago, St. Paul, Minneapolis & Omaha Ry.....	x	x	x	x	
Colorado & Southern Ry.....	x			1 x	
Colorado & Wyoming Ry.....		34 x		145 x	
Davenport, Rock Island & Northwestern Ry.....		20 x			6 x
Denver & Rio Grande Western R. R.....		3 x		1 x	x
Denver & Rio Grande Western R. R. (former Denver & Salt Lake Ry.).....	x	x	x	x	
Des Moines Union Ry.....		27 x		x	
Duluth, Missabe & Iron Range Ry.: Iron Range Division.....	x	8 x	x	x	
Missabe Division.....	x	x	9 x	9 x	
Duluth, Winnipeg & Pacific Ry.....	x		x	x	
East St. Louis Junction R. R.....		3 x		x	
Elgin, Joliet & Eastern Ry.....	10 x	10 x	10 x	10 x	
Fort Worth & Denver City Ry.....	x	x	x	x	
Wichita Valley Ry.....	x	x	x	x	
Galveston, Houston & Henderson R. R.....		211 x		11 x	
Great Northern Ry.....	x	x	x	x	x
Green Bay & Western R. R.....	x	x	x	x	
Kewaunee, Green Bay & Western R. R.....	x	x	x	x	

See footnotes at end of table.

Carriers	B. of L. E.	B. of L. F. & E.	O. of R. C.	B. of R. T.	S. U. of N. A.
	1	2	3	4	5
Gulf Coast Lines—Comprising:					
Asherton & Gulf Ry.	x	x	x	x	
Asphalt Belt Ry.	x	x		1 x	
Baumont, Sour Lake & Western Ry.	x		x	x	
Houston & Brazos Valley Ry.	x	x	x	x	
Houston North Shore Ry.	12 x		x	x	
Iberia, St. Mary & Eastern R. R.	x		x		
International-Great Northern R. R.	x	x	x	x	
New Iberia & Northern R. R.	x		x		
New Orleans, Texas & Mexico Ry.	12 x		x	x	
Orange & Northwestern R. R.	12 x		x	x	
Rio Grande City Ry.	x	x	x		
St. Louis, Brownsville & Mexico Ry.	x	x	x	14 x	
San Antonio Southern Ry.	x	x	x	x	
San Antonio, Uvalde & Gulf R. R.	x	x		1 x	
San Benito & Rio Grande Valley Ry.	x	x	x		
Sugar Land Ry.	x		x	x	
Houston Belt & Terminal Ry.	16 17 x	16 17 x		17 x	
Illinois Central R. R.	x	x	18 x	18 x	
Chicago & Illinois Western R. R.	x	x		18 x	
Kansas City Southern Ry.	19 x	19 x	19 x	19 20 x	
Kansas City Terminal Ry.		21 x		21 x	
Los Angeles Junction Ry.	12 22 x			22 x	
Louisiana & Arkansas Ry.	x	x	x	x	
Manufacturers Ry.		23 x		24 x	
Midland Valley R. R.	x	x	x	x	
Kansas, Oklahoma & Gulf Ry.	x	x	x	x	
Oklahoma City-Ada-Atoka Ry.	x	x	25 x		
Minneapolis & St. Louis Ry.	x	x	x	x	
Railway Transfer Co., City of Minneapolis		3 x			x
Minneapolis, St. Paul & Sault Ste. Marie R. R.	x	x	x	x	
Duluth, South Shore & Atlantic Ry.	x		x	x	
Mineral Range R. R.	x		x	x	
Minnesota Transfer Ry.		26 x		26 x	
Missouri-Kansas-Texas R. R.	x	x	x	x	
Missouri-Kansas-Texas R. R. Co. of Texas	x	x	x	x	
Missouri Pacific R. R.	x	x	x	x	
Northern Pacific Ry.	27 x	27 x	x	27 x	
Northern Pacific Terminal Co. of Oregon	30 x	30 x		30 x	
Northwestern Pacific R. R.	x	x	x	x	
Ogden Union Ry. & Depot Co.	30 x	30 x		30 x	
Oregon, California & Eastern Ry.	x	x	28 x		
Peoria & Pekin Union Ry.		3 x		x	
Port Terminal R. R. Association		31 x		31 x	
St. Joseph Terminal R. R.		3 x			
St. Louis-San Francisco Ry.	x	x	x	x	
St. Louis, San Francisco & Texas Ry.	x	x	x	x	
St. Louis Southwestern Ry.	x	x		1 x	
St. Louis Southwestern Ry. Co. of Texas	x	x		1 x	
St. Paul Union Depot Co.	32 x	32 x			32 x
San Diego & Arizona Eastern Ry.	x	x	33 x	x	
Sioux City Terminal Ry.		2 34 x			34 x
Southern Pacific Co. (Pacific Lines)—excluding:					
Former El Paso & Southwestern System	35 x	x	x	x	
Southern Pacific Co., former El Paso & Southwestern System	x	x	x	x	
Southern Pacific Co., former Arizona Eastern R. R., Phoenix District	x				
Spokane, Portland & Seattle Ry.	x	x	x	x	
Oregon Electric Ry.	x	x	x	x	
Oregon Trunk Ry.	x	x	x	x	
Terminal Railroad Association of St. Louis	x	x		x	
Texas & New Orleans R. R.	x	x		1 x	
Texas & Pacific Ry.	x	x	x	x	
Abilene & Southern Ry.	x		x	x	
Fort Worth Belt Ry.		3 x		x	
Texas-New Mexico Ry.		3 x	x	x	
Texas Short Line Ry.	x	x	x	x	
Weatherford, Mineral Wells & Northwestern	x		x	x	
Texas Mexican Ry.	36 x	36 x	36 x	36 x	
Texas Pacific-Missouri Pacific Territory R. R. of New Orleans	x	x		x	
Union Pacific R. R.	x	x	x	x	

See footnotes at end of table.

Carriers	B. of L. E.	B. of L. F. & E.	O. of R. C.	B. of R. T.	S. U. of N. A.
	1	2	3	4	5
Union Railway Co. (Memphis).....		¹ 27 x		²⁷ x	
Union Terminal Co. (Dallas).....		³ x		x	
Wabash R. R.: Lines west of Detroit and Toledo.....	x	x	x	²⁸ x	
Lines east of Detroit (Buffalo Division).....	x	x		²⁹ x	
Western Pacific R. R.	x	x	x	x	x

¹ Includes conductors.

² Includes yard foremen, Chicago switching district.

³ Includes engineers.

⁴ Proposals numbered 3, 5, 14 and 16 were not served.

⁵ Except blast furnace, open hearth and 12" and 20" rolling mill service.

⁶ Proposals numbered 3, 5, 13, 14, 16, 19, 20, 24, and 25 were not served.

⁷ Does not include hostler helpers.

⁸ Excludes hostlers.

⁹ The Order of Railway Conductors represents conductors in road service and those used in yard service except in what is known as "Proctor-Duluth Terminal Territory." In that territory conductors or yard foremen are represented by the Brotherhood of Railroad Trainmen.

¹⁰ Proposals numbered 3, 5, 14, and 16 were not served.

¹¹ Proposals numbered 3, 5, 13, 14, 16, 19, 20, 21, 23, 24, and 25 were not served.

¹² Includes firemen.

¹³ Includes hostlers.

¹⁴ Covers engine foremen only.

¹⁵ Represents firemen only.

¹⁶ Represents engineers only.

¹⁷ Proposals numbered 3, 5, 13, 14, 15, 16, 19, 20, 23, 24, and 25 were not served.

¹⁸ Includes an additional proposal, No. 26, captioned "Local Freight Service," which rule was excluded from authorization.

¹⁹ Applies also to the Arkansas Western Ry. Co., in so far as covered by the rules of the Kansas City Southern agreements. Also, there is an added clause in the first paragraph of proposal No. 24 served by the Kansas City Southern Ry. reading—"Nothing in this paragraph is intended to affect the special agreement of May 1, 1934 covering service between Pittsburgh and Baxter Springs," to take care of a situation local to that property.

²⁰ Current schedule between the Kansas City Southern Ry. Co., and the Brotherhood of Railroad Trainmen, covering yardmen, provides that no change will be made in rates of pay, rules and working conditions prior to Dec. 1, 1947, and the carrier's rules proposals are limited to that extent.

²¹ Proposals numbered 3, 5, 13, 14, 16, 19, 23, 24, and 25 were not served.

²² Proposals numbered 3, 5, 13, 14, 16, 19, 20, 21, 24, and 25 were not served.

²³ Proposals numbered 1, 2, 3, 5, 10, 12, 13, 14, 16, 17, 19, 22, 23, 24, and 25 were not served.

²⁴ Proposals numbered 2, 3, 5, 10, 13, 14, 16, 19, 23, 24 and 25 were not served.

²⁵ Includes brakemen.

²⁶ Proposals numbered 3, 5, 13, 14, 16, 19, 24, and 25 were not served. Also, paragraphs 3 and 4 (applicable to road conductors and brakemen) of carrier's proposal No. 9 were not served.

²⁷ Includes locomotive engineers employed by the King Street passenger terminal covered by agreement between the Northern Pacific Ry. Co., and the Brotherhood of Locomotive Engineers, effective 2-16-25 as revised effective 8-1-47.

²⁸ Includes locomotive firemen and hostlers, employed by the King Street passenger terminal, covered by the agreement between the Northern Pacific Ry. Co., and the Brotherhood of Locomotive Firemen & Enginemen, effective 2-16-25, as revised effective 6-1-47.

²⁹ Includes yardmen employed by the King Street passenger terminal and the Duluth Union Depot & Transfer Co., covered by the agreement between the Northern Pacific Ry. Co. and Brotherhood of Railroad Trainmen effective 6-1-24.

³⁰ Proposals numbered 3, 5, 13, 14, 16, 19, 20, 23, 24, and 25 were not served.

³¹ Proposals numbered 3, 5, 13, 14, 16, 19, 23, 24, and 25 were not served. Also paragraphs (a) and (b) and the note under paragraph (c) of carrier's proposal No. 2 were not served.

³² Proposals numbered 3, 5, 13, 14, 16, 19, 21, and 25 were not served.

³³ Includes brakemen and train baggage men.

³⁴ Proposals numbered 2, 3, 5, 8, 13, 14, 16, 19, 20, 21, 23, 24, and 25 were not served.

³⁵ Agreement covering locomotive engineers excludes Phoenix district of the former Arizona Eastern R. R. Co.

³⁶ Includes additional rule item 26, captioned "Home Terminal Rule," served by this carrier, and which is excluded from carrier's authorization.

³⁷ Proposals numbered 3, 5, 13, 14, 16, 19, 20, 23, 24, and 25 were not served.

³⁸ Includes yardmen, Chicago switching district.

³⁹ Covers road conductors and road brakemen only.

OCTOBER 9, 1947.

EASTERN RAILROADS

Rules Proposals Served by Carriers in Notices Dated June 20, 1947, on the 5 Operating Railway Labor Organizations

X—Indicates the carriers' 25 proposals were served without change.

O—Indicates none of the carriers' 25 proposals were served upon the organizations.

#—Indicates that some, but not all, of the carriers' 25 proposals were served, as shown in attachment No. 1 hereto.

Railroads	B. of L. E.	B. of L. F. & E.	O. of R. C.	B. of R. T.	S. U. of N. A.
Akron, Canton & Youngstown R. R. Co.	#	#	O	#	O
Ann Arbor Railroad Co.	X	X	X	X	O
Baltimore & Ohio R. R. (including Curtis Bay)	O	O	#	#	O
Buffalo & Susquehanna District	#	#	#	#	O
Buffalo Division	#	#	#	#	O
Toledo Division	#	O	#	#	O
Chicago Terminal	#	O	O	#	O
Bessemmer & Lake Erie Railroad Co.	O	X	X	X	X
Boston & Maine R. R.	X	X	O	X	O
Brooklyn Eastern District Terminal	#	O	O	#	O
Bush Terminal R. R. Co.	#	#	O	#	O
Canadian National Rys.:					
Lines in New England	X	X	X	X	O
U. S. & Canada R. R.	X	X	X	X	O
Champlain & St. Lawrence R. R.	X	X	X	X	O
St. Clair Tunnel Co.	X	X	X	X	O
Central Vermont Ry., Inc.	X	X	X	X	O
Chesapeake & Ohio Railway Co.:					
Pere Marquette District	X	X	X	X	X
Fort Street Union Depot Co.	X	X	O	X	O
Chicago, Indianapolis & Louisville Ry.	X	X	X	X	O
Chicago Union Station Co.	O	O	O	#	O
Cincinnati Union Terminal Co.	#	#	O	#	O
Delaware & Hudson R. R. Corp.	X	X	X	X	O
Delaware, Lackawanna & Western R. R. Co.	X	X	#	X	X
Detroit & Toledo Shore Line R. R. Co.	O	#	#	O	#
Detroit, Toledo & Ironton R. R. Co.	X	X	O	X	#
Detroit Terminal R. R. Co.	#	O	O	#	O
Erie Railroad Co.	X	X	O	X	O
Grand Trunk Western R. R. Co.	X	X	X	X	O
Huntingdon & Broad Top Mt. R. R. & Coal Co.	#	X	#	#	O
Indianapolis Union Ry. Co.	X	X	O	O	X
Lake Terminal R. R. Co.	O	#	#	#	O
Lehigh and New England R. R. Co.	O	#	#	#	O
Lehigh Valley R. R. Co.	X	X	X	X	O
Maine Central R. R. Co.	X	X	X	X	O
Portland Terminal Co.	X	X	O	X	O
McKeesport Connecting R. R.	O	#	O	#	O
Monongahela Ry. Co.	O	#	O	#	O
Montour Railroad Co.	O	#	O	#	O
New York Central Lines:					
New York Central—Buffalo and East	#	#	#	#	O
New York Central—West of Buffalo	#	#	#	#	O
Ohio Central	#	#	#	#	O
Michigan Central	#	#	#	#	O
Federal Valley		X		X	
C. C. C. & St. L.	#	#	#	#	O
Peoria & Eastern	#	#	#	#	O
L. & J. B. & R. R. Co.	#	O	O	#	O
Boston & Albany R. R.	#	#	#	#	O
Indiana Harbor Belt R. R.	#	#	O	#	O
Chicago River & Indiana R. R.	#	#	O	#	O
Pittsburgh & Lake Erie R. R.	#	#	O	#	O
Cleveland Union Terminals	#	#	O	#	O
New York, Chicago & St. Louis R. R.	X	X	X	X	O
New York Dock Ry.	#	O	O	#	O
New York, New Haven & Hartford R. R.	#	#	O	#	O
Northampton & Bath R. R. Co.	O	#	O	#	O
Pennsylvania R. R. Co. (Long Island R. R.)	#	O	O	#	O
Pennsylvania-Reading S. S. Lines					
Pittsburgh, Chartiers & Youghiogheny Ry.	O	#	O	#	O
Pittsburgh & West Virginia Ry. Co.	O	X	X	X	O
Reading Co.	X	X	X	X	O
River Terminal Ry. Co.	#	#	O	#	O
Staten Island Rapid Transit Ry.	#	#	O	#	O
Union Depot Co. (Columbus)	O	O	O	#	O
Union Freight R. R. Co. (Boston)					
Washington Terminal Co.	O	#	O	#	O
Wheeling & Lake Erie Ry. (including Lorain & West Virginia)	#	#	#	X	O

ATTACHMENT No. 1

Eastern Railroads listed below did not serve Carriers' proposals numbered as indicated

Railroad	Organization	Proposal number as contained in Carriers' notice of June 20, 1947																								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Akron, Canton & Youngstown.....	E., F., T.			x		x		x	x		x			x	x		x			x		x				x
Baltimore & Ohio.....	C	x		x							x	x	x			x					x					
Baltimore & Ohio.....	T			x							x															
Buffalo & Susquehanna District.....	E., F.			x									x		x						x					x
Buffalo & Susquehanna District.....	C	x		x							x	x	x					x								
Buffalo & Susquehanna District.....	T			x							x					x					x					
Buffalo Division.....	E			x									x		x			x				x				x
Buffalo Division.....	F							x								x		x					x			
Buffalo Division.....	C	x		x							x	x	x								x					x
Buffalo Division.....	T			x							x					x					x					
Toledo Division.....	E												x					x					x			
Toledo Division.....	C	x		x							x	x	x			x					x					x
Toledo Division.....	T			x							x										x					
Chicago Terminal.....	E					x										x										
Chicago Terminal.....	T			x							x			x	x	x	x	x	x	x	x		x		x	x
Brooklyn Eastern District Terminal.....	E., T.		x	x		x			x					x	x	x	x	x						x	x	x
Bush Terminal.....	E., F., T.		x	x		x			x					x	x	x	x	x						x	x	x
Chicago Union Station.....	T	x	x	x		x		x	x	x	x	x	x	x	x		x				x			x	x	x
Cincinnati Union Terminal.....	E., F.			x		x							x	x	x		x		x		x			x	x	x
Cincinnati Union Terminal.....	T			x		x								x	x		x		x		x			x	x	x
Detroit & Toledo Shore Line.....	F			x		x								x				x								x
Detroit & Toledo Shore Line.....	C	x		x		x								x				x								x
Detroit & Toledo Shore Line.....	S.			x		x								x				x						x	x	x
Detroit Terminal.....	E., T., S.		x	x		x								x	x		x				x			x	x	x
Huntingdon & Broad Top Mt. R. R.....	E., F.	x							x			x		x	x		x						x	x		x
Huntingdon & Broad Top Mt. R. R.....	T	x		x										x	x		x						x	x		x
Lake Terminal.....	F., T.		x			x	x	x	x	x	x			x	x		x				x			x	x	x
Lehigh & New England R. R. Co.....	F., C., T.		x	x		x								x	x		x				x			x	x	x
McKeesport Connecting.....	F., T.		x	x		x	x		x	x	x			x	x		x		x		x			x	x	x
Monongahela.....	E., F.					x							x					x					x			x
Monongahela.....	C	x																			x					
Monongahela.....	T																									
Montour.....	F., T.			x		x									x								x			
New York Central System.....																										
New York Central-Buffalo & East.....	E., F.												x					x					x			x
New York Central-Buffalo & East.....	C	x			x						x	x									x					
New York Central-Buffalo & East.....	T																				x					
New York Central-West of Buffalo.....	E., F.												x					x					x			x
New York Central & New York Central- O. C. L.	C	x			x						x	x									x					

ATTACHMENT No. 1—Continued

Eastern railroads listed below did not serve Carriers' proposals numbered as indicated—Continued

Railroad	Organization	Proposal number as contained in Carriers' notice of June 20, 1947																								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Michigan Central.....	E., F.												x					x								x
Michigan Central.....	C.	x			x																					
Michigan Central.....	T.				x																					
C. C. C. & St. L., inclusive.....	E., F.					x						x	x		x			x			x		x			x
Peoria & Eastern.....	C.	x			x						x	x									x					
L'ville & Jeff. Bridge & R. R.....	T.				x																x					
L'ville & Jeff. Bridge & R. R.....	E.			x		x							x	x	x		x	x		x			x		x	x
Boston & Albany.....	E., F.				x								x								x			x		x
Boston & Albany.....	C.	x			x							x						x								
Boston & Albany.....	T.				x																x					
Indiana Harbor Belt.....	E., F.			x		y							x	x	x			x	x						x	x
Indiana Harbor Belt.....	T.			x	x								x	x	x			x							x	x
Chicago River & Indiana.....	E., F.			x									x	x	x			x	x						x	x
Chicago River & Indiana.....	T.			x										x	x			x							x	x
Pittsburgh & Lake Erie.....	E., F.					x							x					x			x		x			x
Pittsburgh & Lake Erie.....	C.	x	x	x			x	x	x		x	x	x	x		x	x	x					x		x	x
Pittsburgh & Lake Erie.....	T.																									
Cleveland Union Terminals.....	E., F.																									
Cleveland Union Terminals.....	T.																									
New York Dock.....	E., T.		x	x		x								x	x		x	x			x	x			x	x
New York, New Haven & Hartford.....	E., F.		x	x				x						x	x		x	x						x	x	x
New York, New Haven & Hartford.....	T.																									
Northampton & Bath.....	E., T.		x	x		x	x		x	x			x	x	x		x	x			x	x		x	x	x
Pennsylvania.....	E., T.																									
Long Island.....	E., T.																									
Baltimore & Eastern.....	E., C., T.																									
Pennsylvania-Reading Seashore Lines.....	E., T.																									
Pittsburgh & West Virginia.....	C.	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x			x			x	x	x
River Terminal.....	E., F., T.		x	x																						
Staten Island Rapid Transit.....	E., F.																									
Staten Island Rapid Transit.....	C., T.																									
Union Depot (Columbus).....	T.	x	x	x		x	x	x	x		x		x	x	x		x	x			x	x	x		x	x
Washington Terminal.....	E., F.																									
Wheeling & Lake Erie including Lorain & West Virginia.....	(C.)	x																								

SOUTHEASTERN RAILROADS

Railroads	Rules proposals served on employee groups represented by—			
	B. of L. E.	B. of L. F. & E.	O. of R. C.	B. of R. T.
Atlantic Coast Line.....	✓	✓	✓	✓
Atlanta & West Point.....	(3)	(3)	(3)	(3)
Western Ry. of Alabama.....	(3)	(3)	(3)	(3)
Atlanta Joint terminals.....	(3)	(3)	(3)	(3)
Central of Georgia.....	✓	✓	✓	✓
Charleston & Western Carolina.....	✓	✓	✓	✓
Chesapeake & Ohio-Chesapeake District.....	✓	✓	✓	✓
Cincinnati.....	(3)	(3)	✓	(3)
Florida East Coast.....	(3)	(3)	✓	(3)
Georgia.....	✓	✓	✓	✓
Gulf Mobile & Ohio.....	(3)	(3)	(3)	(3)
Jacksonville Terminal.....	(3)	(3)	✓	(3)
Kentucky & Indiana Terminal.....	(3)	(3)	✓	(3)
Louisville & Nashville.....	✓	✓	✓	✓
Nashville Chattanooga & St. Louis.....	✓	✓	✓	✓
Norfolk & Portsmouth Belt Line.....	✓	✓	✓	✓
Norfolk & Western.....	✓	✓	✓	✓
Richmond Fredericksburg & Potomac.....	✓	✓	✓	✓
Seaboard Air Line.....	(3)	(3)	(3)	(3)
Southern.....	✓	✓	✓	✓
Alabama Great Southern.....	✓	✓	✓	✓
Cincinnati Burnside & Cumberland River.....	✓	✓	✓	✓
Cincinnati New Orleans & Texas Pacific.....	✓	✓	✓	✓
Georgia Southern & Florida.....	✓	✓	✓	✓
Harriman & Northeastern.....	✓	✓	✓	✓
New Orleans & Northeastern.....	✓	✓	✓	✓
New Orleans Terminal.....	✓	✓	✓	✓
St. Johns River Terminal.....	✓	✓	✓	✓
Virginian.....	o	✓	✓	✓

EXPLANATION OF SYMBOLS

- ✓ Attachment A served without change.
o No proposal served.
¹ Attachment A, except proposals numbered 8, 19, and 20, served.
² Attachment A, except proposals numbered 3, 5, 8, 13, 14, 16, 19, 20, 21, 23, 24, and 25, served.
³ Attachment A, except proposals numbered 3, 20, 22, and 23, served.
⁴ The June 20, 1947, proposals were served on the engineers, firemen, and hostlers, then represented by the B. of L. F. & E. Subsequently the National Mediation Board, in case R-1870, certified the B. of L. E. as representing such group.
⁵ Attachment A, except proposals numbered 3, 5, 13, 14, 16, 19, 24, and 25, served.
⁶ Attachment A, except proposals numbered 3, 5, 13, 14, 16, 19, 20, 24, and 25, served.
⁷ Attachment A served without change, but during conferences items 2, 3, 5, 13, 14, 16, 19, 23, and 24 were considered inapplicable and were withdrawn.
⁸ Attachment A, except proposals numbered 19, 20, and 25, served.
⁹ Attachment A, except proposals numbered 19 and 20, served.
¹⁰ Attachment A, except proposals numbered 3, 5, 13, 14, 16, 19, 20, 24, and 25, served.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE COMMITTEES

WESTERN RAILROADS

List of carriers as represented by the Western Carriers' Conference Committee, 1947, and their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and Switchmen's Union of North America, as indicated by "x," in connection with notices, dated on or about June 20, 1947, served upon certain western railroads to secure certain changes in agreements covering rates of pay, rules and working conditions of engine, train, and yard service employees; also, notices covering changes in, and establishment of, certain rules as served on representatives of the employees in engine, train, and yard service by the individual railroads on or about June 20, 1947.

[Authorization is coextensive with the provisions of current schedule agreements applicable to the employees represented by the organizations listed above]

Carriers	B. of L. E.	B. of L. F. & E.	S. U. of N. A.
	1.	2.	3.
Atchison, Topeka & Santa Fe Ry.	x	x	
Gulf, Colorado & Santa Fe Ry.	x	x	
Panhandle & Santa Fe Ry.	x	x	
Belt Ry. Co. of Chicago.	x	x	
Burlington-Rock Island R. R.	x	x	
Camas Prairie R. R.	x	x	
Chicago & Eastern Illinois R. R.	x	x	
Chicago & Illinois Midland Ry.	x	x	
Chicago & North Western Ry.	x	x	
Chicago & Western Indiana R. R.	x	x	
Chicago, Burlington & Quincy R. R.	x	x	
Chicago Great Western Ry. (including South St. Paul Terminal)	x	x	x
Chicago, Milwaukee, St. Paul & Pacific R. R.	x	x	
Chicago, Terre Haute & Southeastern Ry.	x	x	
T—Chicago, Rock Island & Pacific Ry.	x	x	x
Chicago, St. Paul, Minneapolis & Omaha Ry.	x	x	
Colorado & Southern Ry.	x		
Colorado & Wyoming Ry.		1 x	
Davenport, Rock Island & Northwestern Ry.		1 x	x
Denver & Rio Grande Western R. R.		1 x	x
Denver & Rio Grande Western R. R. (Former Denver & Salt Lake)	x		
Des Moines Union Ry.		1 1/2 x	
Duluth, Missabe & Iron Range Ry. (Iron Range Division)	x	1 x	
Duluth, Missabe & Iron Range Ry. (Missabe Division)	x	x	
Duluth, Winnipeg & Pacific Ry.	x	x	
East St. Louis Junction R. R.		1 x	
Elgin, Joliet & Eastern Ry.	x	x	
Fort Worth & Denver City Ry.	x	x	
Wichita Valley Ry.	x		
Galveston, Houston & Henderson R. R.		1 x	
Great Northern Ry.	x	x	x
Green Bay & Western R. R.	x	x	
Kewaunee, Green Bay & Western R. R.	x	x	
Gulf Coast Lines—Comprising—			
T—Asherton & Gulf Ry.	x	x	
T—Asphalt Belt Ry.	x	x	
T—Beaumont, Sour Lake & Western Ry.	x		
T—Houston & Brazos Valley Ry.	x	x	
T—Houston North Shore Ry.	1 x		
T—Iberia, St. Mary & Eastern R. R.	x		
T—International—Great Northern R. R.	x	x	
T—New Iberia & Northern R. R.	x		
T—New Orleans, Texas & Mexico Ry.	1 x		
T—Orange & Northwestern R. R.	1 x		
T—Rio Grande City Ry.	x	x	
T—St. Louis, Brownsville & Mexico Ry.	x	x	
T—San Antonio Southern Ry.	x	x	
T—San Antonio, Uvalde & Gulf R. R.	x	x	
T—San Benito & Rio Grande Valley Ry.	x	x	
T—Sugar Land Ry.	x	x	
Houston Belt & Terminal Ry.	1 x	1 x	
Illinois Central R. R.	1 x	1 x	
Chicago & Illinois Western R. R.	1 x	1 x	
Kansas City Southern Ry.	1 x	1 x	
Kansas City Terminal Ry.		1 x	
Los Angeles Junction Ry.	1 x		
Louisiana & Arkansas Ry.	x	x	
Manufacturers Ry.		1 x	
Midland Valley R. R.	x	x	
Kansas, Oklahoma & Gulf Ry.	x	x	
Oklahoma City-Ada-Atoka Ry.	x	x	
Minneapolis & St. Louis Ry.	x	x	x
Railway Transfer Co. of City of Minneapolis		1 x	x
Minneapolis, St. Paul & Sault Ste. Marie R. R.	x	x	
T—Duluth, South Shore & Atlantic Ry.	x	x	
T—Mineral Range R. R.	x	x	
Minnesota Transfer Ry.		1 x	
Missouri-Kansas-Texas R. R.	x	x	
Missouri-Kansas-Texas R. R. Co. of Texas	x	x	
T—Missouri Pacific R. R.	x	x	
Northern Pacific Ry.	10 x	11 x	
Northern Pacific Terminal Co. of Oregon	x	x	
Northwestern Pacific R. R.	x	x	

See footnotes at end of table.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE
COMMITTEES—Continued

WESTERN RAILROADS—continued

Carriers	B. of L. E.	B. of L. F. & E.	S. U. of N. A.
	1	2	3
Ogden Union Ry. & Depot Co.....	x	x	
Oregon, California & Eastern Ry.....	x	x	
Peoria & Pekin Union Ry.....		1 x	
Port Terminal Railroad Association.....		1 x	
St. Joseph Terminal R. R.....		1 x	
St. Louis-San Francisco Ry.....	x	x	
St. Louis, San Francisco & Texas Ry.....	x	x	
St. Louis Southwestern Ry.....	x	x	
St. Louis Southwestern Ry. Co. of Texas.....	x	x	
St. Paul Union Depot Co.....	x	x	x
San Diego & Arizona Eastern Ry.....	x	x	
Sioux City Terminal Ry.....		1 x	x
Southern Pacific Co. (Pacific Lines)—excluding former El Paso & Southwestern System.....	12 x	x	
Southern Pacific Co.—former El Paso & Southwestern System.....	x	x	
Southern Pacific Co.—former Arizona Eastern R. R.—Phoenix district.....	x		
Spokane, Portland & Seattle Ry.....	x	x	
Oregon Electric Ry.....	x	x	
Oregon Trunk Ry.....	x	x	
Terminal Railroad Association of St. Louis.....	x	x	
Texas & New Orleans R. R.....	x	x	
Texas & Pacific Ry.....	x	x	
Abilene & Southern Ry.....	x		
Fort Worth Belt Ry.....		1 x	
Texas-New Mexico Ry.....		1 x	
Texas Short Line Ry.....	x	x	
Weatherford, Mineral Wells & Northwestern Ry.....	x		
Texas Mexican Ry.....	12 x	12 x	
Texas Pacific—Missouri Pacific Terminal R. R. of New Orleans.....	x	x	
Union Pacific R. R.....	x	x	
Union Railway Co. (Memphis).....		1 x	
Union Terminal-Co. (Dallas).....		1 x	
Wabash R. R.—lines west of Detroit and Toledo.....	x	x	
Wabash R. R.—lines east of Detroit (Buffalo division).....	x	x	
Western Pacific R. R.....	x	x	x

¹ Includes engineers.² Authorization does not include hostler helpers.³ Excludes hostlers.⁴ Includes firemen.⁵ Includes hostlers.⁶ Represents firemen only.⁷ Represents engineers only.⁸ Authorization excludes employees' proposed rule No. 19, "captioned conversion rule," and item 26, captioned "local freight service," appearing in the carrier's proposal of June 20, 1947.⁹ Applies also to the Arkansas Western Ry. Co., insofar as covered by the rules of the Kansas City Southern agreements.¹⁰ Authorization includes locomotive engineers employed by the King St. passenger terminal covered by the agreement between the Northern Pacific Ry. Co. and the Brotherhood of Locomotive Engineers effective Feb. 16, 1925, as revised effective Aug. 1, 1947.¹¹ Authorization includes locomotive firemen and hostlers employed by the King St. passenger terminal covered by the agreement between the Northern Pacific Ry. Co. and the Brotherhood of Locomotive Firemen and Engineers effective Feb. 16, 1925, as revised effective June 1, 1947.¹² Agreement covering locomotive engineers excludes Phoenix district of the former Arizona Eastern R. R. Co.¹³ Authorization excludes item 26, captioned "Home Terminal Rule," appearing in the carrier's proposal of June 20, 1947.

For the Organizations:

GEO. B. HOOPER,
*Brotherhood of Locomotive Engineers.*H. J. ARRIES,
*Brotherhood of Locomotive Firemen and Enginemen.*C. E. MCDANIELS,
Switchmen's Union of North America.

For the Carriers:

R. F. WELSH.

NOVEMBER 14, 1947.

EASTERN RAILROADS

Eastern railroads represented by the Eastern Carriers' Conference Committee in the handling of request contained in notices, dated June 20, 1947, served upon railroads by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, and the Switchmen's Union of North America, to secure certain changes in agreements covering rates of pay, rules, and working conditions of engine, train, and yard service employees; also, notices served same date by the individual railroads on representatives of the employees in engine, train, and yard service covering changes in, and establishment of, certain rules.

[Authority is coextensive with the notices filed and with scope of agreements as to classes of employees

Railroads	B. of L. E.	B. of L. F. & E.	S. U. of N. A.	Yard- masters— S. U. of N. A.
	1	2	3	4
Akron, Canton & Youngstown R. R. Co.	x	x		
Ann Arbor R. R. Co.	x	x		
Baltimore & Ohio R. R. Co.	(1)	(?)		
Baltimore & Ohio Chicago Terminal R. R. Co.	x			
Bessemer & Lake Erie R. R. Co.		(?)	(?)	
Boston & Maine R. R.	x	x		
Brooklyn Eastern District Terminal	x			
Buffalo Creek R. R.		(?)		
Bush Terminal R. R. Co.	x	x		
Canadian National Rys.:				
Canadian National Rys.—Lines in New England	x	x		
Champlain & St. Lawrence R. R.	x	x		
United States & Canada R. R.	x	x		
St. Clair Tunnel Co.	x	x		
Central Vermont Ry., Inc.	x	x		
Chesapeake & Ohio Ry. Co.:				
Pere Marquette District	x	x	x	
Port Street Union Depot Co.	x	x		
Chicago, Indianapolis & Louisville Ry. Co.	x	x		
Cincinnati Union Terminal Co.	x	x		
Delaware & Hudson R. R. Corp.	x	x		
Delaware, Lackawanna & Western R. R. Co.	x	x	x	
Detroit & Toledo Shore Line R. R. Co.		(?)	x	
Detroit Terminal R. R. Co.	(?)			x
Detroit, Toledo & Ironton R. R. Co.	x	x		
Erie R. R. Co.	x	x		
Grand Trunk Western R. R. Co.	x	x		
Huntingdon & Broad Top Mountain R. R. & Coal Co.	x	x		
Indianapolis Union Ry. Co.	x		x	
Lake Terminal R. R. Co.		(?)		
Lehigh & New England R. R. Co.		(?)		
Lehigh Valley R. R. Co.	x	x		
Maine Central R. R. Co.	x	x		
Portland Terminal Co.	x	x		
McKeesport Connecting R. R.		(?)		
Monongahela Ry. Co.	x	x		
Montour R. R. Co.		(?)		
New York Central R. R. (full line agreements):				
New York Central R. R.:				
Buffalo and East	x	x		
West of Buffalo	(?)	(?)		
Michigan Central R. R.	x	x		
C. C. C. & St. Louis Ry.	x	x		
Peoria & Eastern Ry.	x	x		
Louisville & Jeffersonville Bridge & R. R.	(?)			
Boston & Albany R. R.	x	x		
Indiana Harbor Belt R. R.	x	x		
Chicago River & Indiana (Chicago Junction Ry.)	x	x		
Pittsburgh & Lake Erie R. R. (Lake Erie & Eastern)	x	x		
Cleveland Union Terminals	x	x		
New York, Chicago & St. Louis R. R. Co.	x	x		
New York, New Haven & Hartford R. R. Co.	x	x		
Northampton & Bath R. R. Co.		(?)		
Pennsylvania Railroad Co.	x			
Baltimore & Eastern R. R. Co.	x			
Long Island Rail Road Co.	x			

See footnotes at end of table.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE COMMITTEES—Continued

EASTERN RAILROADS—continued

Railroads	B. of L. E.	B. of L. F. & E.	S. U. of N. A.	Yard-masters—S. U. of N. A.
	1	2	3	4
Pennsylvania-Reading Seashore Lines.....	x			
Pittsburgh & West Virginia Ry Co.....		(?)		
Pittsburgh, Chartiers & Youghiogheny Ry.....		(?)		
Reading Co.....	x	x		
River Terminal Ry. Co.....	x	x		
Staten Island Rapid Transit Ry.....	x	x		
Union Freight R. R. Co. (Boston).....		(?)		
Washington Terminal Co.....		(?)		
Wheeling & Lake Erie Ry. Co.....	x	x		
Lorain & West Virginia Ry. Co.....	x	x		

¹ Baltimore & Ohio—Engineers only on the Toledo Division, Buffalo Division and Buffalo & Susquehanna District.

² Baltimore & Ohio—Firemen only on the Buffalo Division and Buffalo & Susquehanna District.

³ B. & L. E., D. & T. S. L., Lake Tml., L. & N. E., McKeesport Conn., Montour, Northampton & Bath, P. & W. Va., P. C. & Y., Un. Frt. (Boston), Washington Tml., Buffalo Creek—Includes engineers represented by the Brotherhood of Locomotive Firemen & Enginemen.

⁴ Bessemer & Lake Erie—Yardmen in Conneaut Yard only.

⁵ Chesapeake & Ohio (P. M. Dist)—Authorization for the Eastern Carrier's Conference Committee to represent the Pere Marquette District—Chesapeake & Ohio R. R. Co. is limited as follows:

The authority herein given is expressly restricted and limited by excepting and excluding therefrom all power and authority to consider, discuss, handle or make any settlement or disposition concerning secs. 33 and 34, or either of them, which are included in the "Proposition" containing 45 separately numbered sections submitted by representatives of the employees as outlined above or any other matter concerning train length, doubleheading and helper service, or any of them, and the railway company named below hereby expressly reserves unto itself exclusive power and right to make any and all decisions concerning or affecting said excepted matters.

⁶ Detroit Terminal, L. & J. B. & R. R.—Includes Firemen represented by the Brotherhood of Locomotive Engineers.

⁷ New York Central, west—Includes employees represented by the organization indicated on the Ohio Central Division.

⁸ New York Central, west—Includes employees represented by the organization indicated on the Ohio Central Division and Federal Valley.

⁹ Union Freight (Boston)—Includes enginehousemen represented by the Brotherhood of Locomotive Firemen and Enginemen.

For the Employees:

(s) GEO. B. HOOPER,

Brotherhood of Locomotive Engineers.

(s) H. J. ARRIES,

Brotherhood of Locomotive Firemen and Enginemen.

(c) C. E. McDANIELS,

Switchmen's Union of North America.

For the Carriers:

(s) H. E. JONES.

CHICAGO, ILL., November 15, 1947

SOUTHEASTERN RAILROADS

Which have given authority, limited as hereinafter stated, to be represented by the Southeastern Carriers' Conference Committee, 1947, in the handling of proposals submitted on or about June 20, 1947, by the organizations mentioned below, on behalf of engine service employees, for revision of certain rules, and for certain additional rules and by such railroads for revision, or elimination, of certain rules and practices, and for certain additional rules.

Such authority is limited to other than, and does not extend to nor include, the matters of or relating to train length, doubleheading and helper service, as set forth in the proposals of the employees and identified therein as rules numbered 33 and 34, as to which rules no authority whatever has been given to such Conference Committee; and relates only to the employee groups covered by current schedule-agreements, as represented by the organizations indicated by V, and on behalf of or to which groups such proposals were submitted.

Railroads	B. of L. E.	B. of L. F. & E.
Atlantic Coast Line.....	✓	✓
Atlanta & West Point.....	✓	✓
Western Ry. of Alabama.....	✓	✓
Atlanta Joint Terminals.....	✓	✓
Central of Georgia ¹	✓	✓
Charleston & Western Carolina.....	✓	✓
Chesapeake & Ohio—Chesapeake District ²	✓	✓
Clinchfield.....	✓	✓
Florida East Coast ³	✓	✓
Georgia.....	✓	✓
Gulf Mobile & Ohio ⁴	✓	✓
Jacksonville Terminal.....	✓	✓
Kentucky & Indiana Terminal.....	✓	✓
Louisville & Nashville.....	✓	✓
Nashville Chattanooga & St. Louis.....	✓	✓
Norfolk & Portsmouth Belt Line.....	✓	✓
Norfolk & Western.....	✓	✓
Richmond Fredericksburg & Potomac ⁵	✓	✓
Seaboard Air Line.....	✓	✓
Southern ⁶	✓	✓
Alabama Great Southern ⁶	✓	✓
Cincinnati Burnside & Cumberland River.....	✓	✓
Cincinnati, New Orleans & Texas Pacific.....	✓	✓
Georgia Southern & Florida.....	✓	✓
Harriman & Northeastern.....	✓	✓
New Orleans & Northeastern.....	✓	✓
New Orleans Terminal.....	✓	✓
St. Johns River Terminal.....	✓	✓
Tennessee Central.....	✓	✓
Virginian.....	✓	✓

¹ In trusteeship. Any commitment on its behalf is subject to court approval.

² Includes Hocking Division.

³ Includes Eastern and Western Divisions (formerly Alton R. R.).

⁴ Includes Potomac Yard.

⁵ Includes State University R. R.

⁶ Includes Woodstock & Blockton Ry.

Approved :

A. J. BIER,
For the railroads.

GEO. B. HOOPER,
For B. of L. E.

H. J. ARRIES,
For B. of L. F. & E.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE COMMITTEES—Continued

EASTERN RAILROADS

Eastern railroads represented by the Eastern Carriers' Conference Committee in the handling of request contained in notices, dated September 30, 1947, served upon railroads by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and the Switchmen's Union of North America, requesting that, effective November 1, 1947, all existing basic daily wage rates be increased 30 percent with a minimum money increase of \$3 on the basic day.

[Authority is coextensive with the notices filed and with scope of agreements as to classes of employees]

Railroads	B. of L. E.	B. of L. F. & E.	S. U. of N. A.	Yardmas- ters, S. U. of N. A.
	1	2	3	4
Akron, Canton & Youngstown R. R. Co.	x	x		
Ann Arbor R. R. Co.	x	x		
Baltimore & Ohio R. R. Co.	x	x		
Baltimore & Ohio Chicago Terminal R. R. Co.	x	x		
Curtis Bay R. R. Co.		(1)		
Strouds Creek & Muddlety R. R.		(1)		
Bessemer & Lake Erie R. R. Co.		(1)	(1)	
Boston & Maine R. R.	x	x		
Brooklyn Eastern District Terminal	x			
Buffalo Creek R. R.		(1)		
Bush Terminal R. R. Co.	x	x		
Canadian National Rys.:				
Canadian National Rys.—Lines in New England	x	x		
Champlain & St. Lawrence R. R.	x	x		
United States & Canada R. R.	x	x		
St. Clair Tunnel Co.	x	x		
Canadian Pacific Ry. Co.	x	x		
Central Vermont Ry. Inc.	x	x		
Chesapeake & Ohio Ry. Co.:				
Pere Marquette District	x	x	x	x
Port Street Union Depot Co.	x	x		
Chicago, Indianapolis & Louisville Ry. Co.	x	x		
Cincinnati Union Terminal Co.	x	x		
Delaware & Hudson R. R. Corp.	x	x		
Delaware, Lackawanna & Western R. R. Co.	x	x	x	
Detroit & Toledo Shore Line R. R. Co.		(1)	x	
Detroit Terminal R. R. Co.	(1)			x
Detroit, Toledo & Ironton R. R. Co.	x	x		
Erie R. R. Co.	x	x		
Grand Trunk Western R. R. Co.	x	x		
Huntingdon & Broad Top Mountain R. R. & Coal Co.	x	x		
Indianapolis Union Ry. Co.	x	x	x	
Jay Street Connecting R. R. Co.	(1)			
Lehigh & New England R. R. Co.		(1)		
Lehigh Valley R. R. Co.	x	x		
Maine Central R. R. Co.	x	x		
Portland Terminal Co.	x	x		
Monongahela R. R. Co.	x	x		
Montour R. R. Co.		(1)		
New York Central R. R. (full line agreements):				
New York Central R. R.—Buffalo and East	x	x		
New York Central R. R.—West of Buffalo	(1)	(1)		
Michigan Central R. R.	x	x		
C. C. C. & St. L. Ry.	x	x		
Peoria & Eastern Ry.	x	x		
L. & J. B. & R. R.	(1)			
Boston & Albany R. R.	x	x		
Indiana Harbor Belt R. R.	x	x		
Chicago River & Indiana (Chicago Junction Ry.)	x	x		
Pittsburgh & Lake Erie R. R. (Lake Erie & East- ern)	x	x		
Cleveland Union terminals	x	x		
New York, Chicago & St. Louis R. R. Co.	x	x		
New York, New Haven & Hartford R. R. Co.	x	x		
Pennsylvania R. R. Co.	x	x		
Baltimore & Eastern R. R. Co.	x	x		
Long Island R. R. Co.	x	x		
Pennsylvania-Reading Seashore Lines	x	x		

See footnotes at end of table.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE COMMITTEES—Continued

EASTERN RAILROADS—continued

Railroads	B. of L. E.	B. of L. F. & E.	S. U. of N. A.	Yardmas- ters, S. U. of N. A.
	1	2	3	4
Pittsburgh & West Virginia Ry Co.....		(1)		
Pittsburgh, Chartiers & Youghiogheny Ry.....		(1)		
Reading Co.....	x	x		
River Terminal Ry. Co.....	x	x		
Staten Island Rapid Transit Ry.....	x	x		
Union Freight R. R. Co. (Boston).....		(1) (2)		
Washington Terminal Co.....		(1)		
Wheeling & Lake Erie Ry. Co.....	x	x		
Lorain & West Virginia Ry. Co.....	x	x		

¹ B. & L. E., Curtis Bay, D. & T. S. L., L. & N. E., Montour, P. & W. Va., P. C. & Y., Strouds Creek & Muddlety, Un. Frt. (Boston), Wash. Tml., Buffalo Creek—Includes engineers represented by the Brotherhood of Locomotive Firemen and Enginemen.

² Bessemer & Lake Erie—Yardmen in Conneaut Yard only.

³ Detroit Terminal, Jay St. Connecting, L. & J. B. & R. R.—Includes firemen represented by the Brotherhood of Locomotive Engineers.

⁴ New York Central—West—Includes employees represented by the organization indicated on the Ohio Central Division.

⁵ New York Central—West—Includes employees represented by the organization indicated on the Ohio Central Division and Federal Valley.

⁶ Union Freight (Boston)—Includes enginehousemen represented by the Brotherhood of Locomotive Firemen and Enginemen.

For the Employees:

(S) GEO. B. HOOPER,
Brotherhood of Locomotive Engineers.

(S) H. J. ARRIES,
Brotherhood of Locomotive Firemen and Enginemen.

(S) C. E. McDANIELS,
Switchmen's Union of North America.

For the Carriers:

(S) H. E. JONES,

CHICAGO, ILL., November 15, 1947.

WESTERN RAILROADS

List of carriers as represented by the Western Carriers' Conference Committee, 1947, and their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and Switchmen's Union of North America, as indicated by "x," in connection with notices, dated on or about Sept. 30, 1947, served upon certain western railroads of desire to change and increase all existing basic daily wage rates 30 percent with a minimum money increase of \$3 on the basic day.

[Authorization is coextensive with the provisions of current schedule agreements applicable to the employees represented by the organizations listed above]

Carriers	B. of L. E.	B. of L. F. & E.	S. U. of N. A.
	1	2	3
Atchison, Topeka & Santa Fe Ry.....	x	x	
Gulf, Colorado & Santa Fe Ry.....	x	x	
Panhandle & Santa Fe Ry.....	x	x	
Belt Ry. Co. of Chicago.....	x	x	
Burlington-Rock Island R. R.....	x	x	
Camas Prairie R. R.....	x	x	
Chicago & Eastern Illinois R. R.....	x	x	

See footnotes at end of table.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE
COMMITTEES—Continued

WESTERN RAILROADS—continued

Carriers	B. of L. E.	B. of L. F. & E.	S. U. of N. A.
	1	2	3
Chicago & Illinois Midland Ry.	x	x	
Chicago & North Western Ry.	x	x	
Chicago & Western Indiana R. R.	x	x	
Chicago, Burlington & Quincy R. R.	x	x	
Chicago Great Western Ry. (including South St. Paul terminal)	x	x	x
Chicago, Milwaukee, St. Paul & Pacific R. R.	x	x	
Chicago, Terré Haute & Southeastern Ry.	x	x	
T—Chicago, Rock Island & Pacific Ry.	x	x	x
Chicago, St. Paul, Minneapolis & Omaha Ry.	x	x	
Colorado & Southern Ry.	x	x	
Colorado & Wyoming Ry.		1 x	
Davenport, Rock Island & Northwestern Ry.		1 x	x
Denver & Rio Grande Western R. R.		1 x	x
Denver & Rio Grande Western R. R. (former Denver & Salt Lake)	x	x	
Des Moines Union Ry.		1 x	
Duluth, Missabe & Iron Range Ry. (Iron Range Division)	x	1 x	
Duluth, Missabe & Iron Range Ry. (Missabe Division)	x	x	
Duluth, Winnipeg & Pacific Ry.	x	x	
East St. Louis Junction R. R.		1 x	
Elgin, Joliet & Eastern Ry.	x	x	
Fort Worth & Denver City Ry.	x	x	
Wichita Valley Ry.	x	x	
Galveston, Houston & Henderson R. R.		1 x	
Great Northern Ry.	x	x	x
Green Bay & Western R. R.	x	x	
Kewaunee, Green Bay & Western R. R.	x	x	
Gulf Coast Lines—comprising:			
T—Asherton & Gulf Ry.	x	x	
T—Asphalt Belt Ry.	x	x	
T—Beaumont, Sour Lake & Western Ry.	x		
T—Houston & Brazos Valley Ry.	x	x	
T—Houston North Shore Ry.	4 x		
T—Iberia, St. Mary & Eastern R. R.	x		
T—International-Great Northern R. R.	x	x	
T—New Iberia & Northern R. R.	x		
T—New Orleans, Texas & Mexico Ry.	5 x		
T—Orange & Northwestern R. R.	4 x		
T—Rio Grande City Ry.	x	x	
T—St. Louis, Brownsville & Mexico Ry.	x	x	
T—San Antonio Southern Ry.	x	x	
T—San Antonio, Uvalde & Gulf R. R.	x	x	
T—San Benito & Rio Grande Valley Ry.	x	x	
T—Sugar Land Ry.	x	x	
Houston Belt & Terminal Ry.	6 x	7 x	
Illinois Central R. R.	x	x	
Chicago & Illinois Western R. R.	x	x	
Kansas City Southern Ry.	8 x	9 x	
Kansas City Terminal Ry.		1 x	
Los Angeles Junction Ry.	4 x		
Louisiana & Arkansas Ry.	x	x	
Manufacturers Ry.		1 x	
Midland Valley R. R.	x	x	
Kansas, Oklahoma & Gulf Ry.	x	x	
Oklahoma City-Ada-Atoka Ry.	x	x	
Minneapolis & St. Louis Ry.	x	x	x
Railway Transfer Co. of City of Minneapolis		1 x	x
Minneapolis, St. Paul & Sault Ste. Marie R. R.	x	x	
T—Duluth, South Shore & Atlantic Ry.	x	x	
T—Mineral Range R. R.	x	x	
Minnesota Transfer Ry.		1 x	
Missouri-Kansas-Texas R. R.	x	x	
Missouri-Kansas-Texas R. R. Co. of Texas	x	x	
T—Missouri Pacific R. R.	x	x	
Northern Pacific Ry.	9 x	10 x	
Northern Pacific Terminal Co. of Oregon	x	x	
Northwestern Pacific R. R.	x	x	
Ogden Union Ry. & Depot Co.	x	x	
Oregon, California & Eastern Ry.	x	x	
Peoria & Pekin Union Ry.		1 x	
Port Terminal Railroad Association		1 x	

See footnotes at end of table.

RAILWAYS AND TERMINAL COMPANIES REPRESENTED BY THE CARRIERS' CONFERENCE COMMITTEES—Continued

WESTERN RAILROADS—continued

Carriers	B. of L. E.	B. of L. F. & E.	S. U. of N. A.
	1	2	3
St. Joseph Terminal R. R.		¹ x	
St. Louis-San Francisco Ry.	x	x	
St. Louis, San Francisco & Texas Ry.	x	x	
St. Louis Southwestern Ry.	x	x	
St. Louis Southwestern Railway Co. of Texas.	x	x	
St. Paul Union Depot Co.	x	x	x
San Diego & Arizona Eastern Ry.	x		
Sioux City Terminal Ry.		¹ x	x
Southern Pacific Co. (Pacific Lines)—excluding former El Paso & Southwestern System.	¹¹ x	x	
Southern Pacific Co.—former El Paso & Southwestern System.	x	x	
Southern Pacific Co.—former Arizona Eastern R. R.—Phoenix District.	x		
Spokane, Portland & Seattle Ry.	x	x	
Oregon Electric Ry.	x	x	
Oregon Trunk Ry.	x	x	
Terminal Railroad Association of St. Louis	x	x	
Texas & New Orleans R. R.	x	x	
Texas & Pacific Ry.	x	x	
Abilene & Southern Ry.	x		
Fort Worth Belt Ry.		¹ x	
Texas-New Mexico Ry.		¹ x	
Texas Short Line Ry.	x	x	
Weatherford, Mineral Wells & Northwestern Ry.	x		
Texas Mexican Ry.	x	x	
Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans.	x	x	
Union Pacific R. R.	x		
Union Railway Co. (Memphis)		¹ x	
Union Terminal Co. (Dallas)		¹ x	
Wabash R. R.—lines west of Detroit and Toledo.	x	x	
Wabash R. R.—lines east of Detroit (Buffalo Division)	x	x	
Western Pacific R. R.	x	x	x

¹ Includes engineers.² Authorization does not include hostler helpers.³ Excludes hostlers.⁴ Includes firemen.⁵ Includes hostlers.⁶ Represents firemen only.⁷ Represents engineers only.⁸ Applies also to the Arkansas Western Ry. Co., insofar as covered by the rules of the Kansas City Southern agreements.⁹ Authorization includes locomotive engineers employed by the King St. passenger terminal covered by the agreement between the Northern Pacific Ry. Co. and the Brotherhood of Locomotive Engineers effective Feb. 16, 1925, as revised effective Aug. 1, 1947.¹⁰ Authorization includes locomotive firemen and hostlers employed by the King St. passenger terminal covered by the agreement between the Northern Pacific Ry. Co. and the Brotherhood of Locomotive Firemen and Enginemen effective Feb. 16, 1925, as revised effective June 1, 1947.¹¹ Agreement covering locomotive engineers excludes Phoenix district of the former Arizona Eastern R. R. Co.

For the Organizations:

(Signed) GEO. B. HOOPER

Brotherhood of Locomotive Engineers

(Signed) H. J. ARRIES

Brotherhood of Locomotive Firemen and Enginemen.

(Signed) C. E. McDANIELS

Switchmen's Union of North America.

For the Carriers:

(Signed) R. F. WELCH.

NOVEMBER 14, 1947.

SOUTHEASTERN RAILROADS

which have authorized their representation by the Southeastern Carriers' Conference Committee—1947, in connection with proposal for increase in wage rates submitted on behalf of certain employee groups on or about September 30, 1947.

Such authority relates only to the employee groups covered by current schedule-agreements, as represented by the organizations indicated by V, and on behalf of which groups such proposal was submitted.

Railroads	B. of L. E.	B. of L. F. & E.
Atlantic Coast Line.....	✓	✓
Atlanta & West Point.....	✓	✓
Western Railway of Alabama.....	✓	✓
Atlanta Joint Terminals.....	✓	✓
Central of Georgia ¹	✓	✓
Charleston & Western Carolina.....	✓	✓
Chesapeake & Ohio-Chesapeake District ¹	✓	✓
Clinchfield.....	✓	✓
Florida East Coast ¹	✓	✓
Georgia.....	✓	✓
Gulf Mobile & Ohio ¹	✓	✓
Jacksonville Terminal.....	✓	✓
Kentucky & Indiana Terminal.....	✓	✓
Louisville & Nashville.....	✓	✓
Nashville Chattanooga & St. Louis.....	✓	✓
Norfolk & Portsmouth Belt Line.....	✓	✓
Norfolk & Western.....	✓	✓
Richmond Fredericksburg & Potomac ⁴	✓	✓
Seaboard Air Line.....	✓	✓
Southern ⁵	✓	✓
Alabama Great Southern ⁶	✓	✓
Cincinnati Burnside & Cumberland River.....	✓	✓
Cincinnati New Orleans & Texas Pacific.....	✓	✓
Georgia Southern & Florida.....	✓	✓
Harriman & Northeastern.....	✓	✓
New Orleans & Northeastern.....	✓	✓
New Orleans Terminal.....	✓	✓
St. Johns River Terminal.....	✓	✓
Tennessee Central.....	✓	✓
Virginian.....	✓	✓

¹ In trusteeship. Any commitment on its behalf is subject to court approval.

² Includes Hocking Division.

³ Includes Eastern & Western Divisions (formerly Alton R. R.)

⁴ Includes Potomac Yard.

⁵ Includes State University R. R.

⁶ Includes Woodstock & Blocton Ry.

Approved ·

A. J. BIER,
For the Railroads.

GEO. B. HOOKER,
For B. of L. E.

H. J. ARRIES,
For B of L. F. & E.

