

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

CREATED OCTOBER 18, 1948
PURSUANT TO SECTION 10 OF
THE RAILWAY LABOR ACT

To investigate unadjusted disputes concerning requests for a 40-hour work-week, changes in working rules, and a general wage increase involving the Akron & Barberton Belt Railroad Co., and other carriers, and certain of their employees represented by the sixteen cooperating Railway Labor Organizations (non-operating)

(NMB Case A-2953)

WASHINGTON, D. C.

DECEMBER 17, 1948

(No. 66)

LETTER OF TRANSMITTAL

WASHINGTON, D. C., *December 17, 1948.*

THE PRESIDENT,
The White House.

MR. PRESIDENT: The Emergency Board appointed by you on October 22, 1948, under Executive Order 10010, pursuant to section 10 of the Railway Labor Act, to investigate disputes between the Akron & Barberton Belt Railroad Co. and other carriers, and certain of their employees represented by the Sixteen Cooperating Railway Labor Organizations (Nonoperating), 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.*
DAVID L. COLE, *Member.*
GEORGE A. COOK, *Member.*

(II)

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INTRODUCTORY STATEMENT

The dispute the Board was appointed to investigate involves close to a million railway workers, commonly called nonoperating employees, and all the class I railroads as well as some smaller carriers which together handle more than 95 percent of the rail transportation of the country. Representing the employees in bargaining and in handling the dispute are 16 cooperating national labor organizations, while the railroads are represented nationally by 3 Carriers' conference committees. The names of the railroads, the 16 Organizations, and the employees they represent on each railroad will be found in appendix D.

The issues that divide the parties are, in brief:

1. The Organizations' requests:

(a) Establishment of a 40-hour workweek, Monday through Friday, with no reduction in take-home pay from the present earnings for a 48-hour week.

(b) Premium pay for all service on Saturdays, Sundays, and holidays with a minimum of 8 hours pay on any of these days; time and a half to be paid for Saturdays and double time for Sundays and holidays.

(c) A general increase of 25 cents an hour in addition to the adjustments necessary to maintain 48-hour earnings in a 40-hour week.

2. The Carriers' counter proposals:

(a) Changes in working rules and practices which the Carriers consider necessary and desirable for more efficient railroad operation if the employees' requests are granted, or

(b) A general wage increase of 10 cents an hour in settlement of all matters in dispute in the present case.

On April 10, 1948, the Organizations served the 30-day written notices of their requests on each individual carrier, as required by the Railway Labor Act, and the exact wording of their proposals is as follows:

Pursuant to the requirements of sections 4 and 7 of the Agreement signed at Washington, D. C., January 17, 1944, or other Agreements establishing a basic 40-hour workweek, and the Railway Labor Act, as amended, please consider this letter as the usual and customary 30-day notice of our desire to revise and supplement all existing agreements to make effective 30 days after date of this

notice the following changes in basis of compensating all employees represented by us:

1. All service in excess of 8 hour (or the standard measure of a day's work on any day if less) Monday through Friday, both inclusive, shall be paid for at overtime rates but not less than time and one-half.
2. Employees notified or called for service of 8 consecutive hours or less on Saturdays shall be paid a minimum of 8 hours at overtime rates but not less than time and one-half. Service in excess thereof shall be paid for under the call and/or overtime rules of the Agreement now in effect governing working conditions at overtime rates but not less than time and one-half.
3. (a) Employees notified or called for service of 8 consecutive hours or less on Sundays and the following holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and such other holidays as may be specified in agreements, shall be paid a minimum of 8 hours at overtime rates but not less than double time. Service in excess thereof shall be paid for under the call and/or overtime rules of the Agreement now in effect governing working conditions at overtime rates but not less than double time.
3. (b) When any of the holidays referred to in 3 (a) falls on Sunday, the following Monday shall be recognized and paid for as the holiday.
4. The adjustment to a workweek with a maximum of 40 straight-time hours shall be made without reducing the amount to be paid for 40 straight-time hours below the compensation now paid for a 48-hour straight-time workweek. With respect to monthly, weekly, or daily rated positions, or those paid on any other basis, the monthly, weekly, daily, or other basis of payment shall be preserved, and a rate shall be established to give effect in those positions to the adjustments requested in the foregoing paragraphs by preserving 48-hours' pay for 40-hours service, which will be the basic workweek and new basic rates will be established in accordance therewith. Service on any day in excess of 8 hours, Monday through Friday, inclusive, shall be paid for in accordance with paragraph 1. Service on Saturdays, Sundays, and holidays shall be paid for in accordance with paragraphs 2 and 3.
5. The adjustments requested herein shall not modify rules or practices now in effect which are more favorable to the employees.
6. After making the adjustments provided for above, increase all resulting rates of pay by the addition thereto of 25 cents per hour, this increase to be applied to all methods of payment so as to give effect to the requested increase of 25 cents per hour.

The Carriers' counterproposals were served on April 19, 1948, and these read as follows:

* * * You are hereby notified in accordance with the provisions of the Railway Labor Act and section 6 of the "Supplemental Agreement of February 23, 1945, to Vacation Agreement of December 17, 1941," and section 15 of said Agreement of December 17, 1941, of the desire of this Company to change or eliminate existing rules, agreements, or practices, however established, which are affected by your proposal including, but not limited to, the following:

1. Elimination of those which conflict with the payment of pro rata rates in any calendar week for the number of hours constituting the basic workweek.
2. Elimination of those which require the payment of overtime rates by reason of work performed on Sundays and holidays as such.

3. Elimination of those which provide for payment for holidays on which no work is performed.

4. Elimination of those which require payment for a specified number of hours in any day, week, or month.

5. Elimination of those which fix the starting time for employees.

6. Elimination of those dealing with Saturday afternoon service.

7. Modification of those with respect to rest and relief days.

8. Modification of those with respect to changing shifts.

9. Modification of those relating to allotment or distribution of overtime.

10. Reduction in all monthly and weekly rates to conform to any reduction in the basic workweek.

11. Elimination of all daily, weekly, or monthly guarantees.

12. Elimination of all daily rates and substitution of hourly rates.

13. Elimination of all sick leave rules and practices.

14. Establishment of rules which will permit work on split tricks.

15. Change of vacation rules to provide for reduction in vacations of employees subject to section 1 of the "Supplemental Vacation Agreement of February 23, 1945," in proportion to any reduction in the basic workweek.

16. Change of vacation rules covering employees represented by the Railroad Yardmasters of America to provide for reduction in vacations of such employees in proportion to any reduction in the basic workweek.

The Carriers' willingness to settle the entire dispute by granting an increase of 10 cents an hour, effective October 16, 1948, the same as the operating men had accepted, was proposed during the hearings.

From May to August 1948 bargaining conferences were held on each individual railroad between authorized committees of the Organizations and representatives of the carrier. The negotiations ended in disagreement and since the Organizations in their written notices had asked for national handling of the dispute if it could not be settled with the individual railroads, the Carriers' conference committees representing all the roads involved were set up. Collective bargaining conferences between the Organizations and the Carriers' conference committees were begun on September 8 and terminated September 17, no agreement being reached.

The 16 organizations then distributed a strike ballot (appendix C) among the employees, and on September 20 the Carriers' conference committees filed application for the mediation services of the National Mediation Board. This had the effect under the law of maintaining the status quo pending the outcome of mediation proceedings. Such proceedings commenced in Chicago on September 23 and lasted until October 6 without settling the dispute. On the last day the Mediation Board, pursuant to the Railway Labor Act, proposed to both parties that they submit their differences to arbitration. The Carriers agreed to arbitrate, but the Organizations declined. This would have left the employees free to strike 30 days after mediation proceedings closed, unless an Emergency Board were appointed by the President

which has the effect of re-establishing the status quo until 30 days after the Board submits its report.

On October 18 the Executive order (appendix B) was issued creating the Board, and 4 days later the members were appointed. The Board thereupon met in Chicago on October 26, organized, selected the chairman, and outlined procedures. Ward & Paul of Washington, D. C. were appointed as official reporters of the proceedings. Public hearings began on October 26 and continued until November 27, inclusive. The appearances are given in appendix A. During the hearings the parties entered into a stipulation on the record to extend the time for the Board to submit its report to the President until December 17. The stipulation was approved by the President on November 9. The record consists of 26 volumes, 4,902 pages, and 73 exhibits. After the close of the hearings counsel for both parties filed briefs summarizing the facts in the case and their arguments.¹

At various times between hearings the Board conferred with representatives of the parties separately to explore possibilities of settling the disputes by mutual agreement. At a final conference on the day the hearings closed it became evident that the differences between the parties, especially on the 40-hour issue, were so wide that mutual agreement was impossible. The Board then proceeded to Washington where it went into executive session to study the evidence, briefs, and arguments and to prepare this report.

In closing this introductory statement the Board wishes to express its appreciation of the thorough and painstaking manner in which both parties prepared and presented their evidence, and the courteous and friendly spirit they and their witnesses maintained throughout the hearings, as well as in the conferences we held looking toward an adjustment of the dispute by mutual agreement.

¹ In the course of the hearings, the Board was advised by counsel for the Organizations that two of the smaller carriers, the St. Paul Union Depot and the King Street Station, Seattle, both of which were parties to the national handling of this dispute through collective bargaining and mediation had revoked the authority they had given to the Carriers' conference committee to represent them in this case, and wanted to handle their disputes separately. Counsel for the conference committees confirmed the fact that the committees' authority to represent the two carriers had been revoked since the mediation proceedings were finished, but made no further statement. Through the Mediation Board the companies were advised that they might send separate representatives to the hearings, but they could not withdraw from the case. On November 9, 1948, their representatives appeared and testified that they were small employers, one with 32 restaurant and news-stand employees and the other with 26 such employees, and that they did not want to withdraw from the case, but merely wanted to be heard separately. Their testimony showed, however, that the St. Paul Co. is owned by eight railroads who are parties to the national case, and the King Street Station is a joint facility of two of these railroads. They admitted that their disputes were included in the national bargaining conferences and mediation proceedings. Since the parent railroads were also included in the President's Executive order, and since similar facilities are operated by other carriers in the case, the Board finds and recommends that uniform treatment be applied to these parties along with all other carriers.

THE ISSUES

I. THE REDUCTION OF THE WORKWEEK

The Organizations seek to have the workweek of all the nonoperating employees reduced to five 8 hour days, or 40 hours per week, Monday through Friday, with no reduction in the weekly pay now received for 48 hours of work, with all service rendered on Saturdays to be paid for at time and a half and on Sundays and holidays at double time.

POSITION OF THE EMPLOYEES

In substance, the Organizations believe the employees should have this shorter workweek without loss in earnings on ethical, social, and economic grounds. It is unfair and inequitable, they insist, to single out the employees of the country's largest industry and to keep them alone on a 6-day, 48-hour week, when the 5-day, 40-hour, Monday through Friday, workweek has become the bench mark of American industry as a whole. Good social and industrial practice requires, they argue, that the nature of employees' working conditions be reviewed periodically. As the pace has progressively increased over the years, tension and fatigue factors have become stronger, and recognition has been taken of this development. Railroad employees moved roughly with all industrial workers down from the 7 day, 12 hours per day workweek to that of 6 days, 8 hours per day, but there these employees have remained for some 30 years while the others have continued to progress.

The reasoning of the Organizations on the economic phase of its case is that as productivity and efficiency of industry and its workers have risen, workweeks have had to be shortened to avoid drastic technological unemployment. This is economically necessary, they hold, or else there will be no balance between purchasing power and productivity. However, in the railroad industry, they complain, this normal and necessary course has not been followed. Thus, they submitted evidence to show that using any of a series of possible base dates in the past 25 years, productivity per employee and per man-hour have risen substantially, with the significant result that considerably greater volumes of work are being handled by the railroads with a constantly declining work force. Since 1921, for example, revenue traffic units rose by 89.2 percent, but railroad employment has declined 18.6 percent. In this period revenue traffic units per employee increased by 132.3 percent, and per man-hour by 117.1 percent.

This movement toward greater productivity, they argue further, has been apparent throughout the period, with little exception. Even in the 1930-36 period when total volume of traffic was declining because of general business conditions, the productivity per man-hour rose by 25 percent. The consequence is that the total number employed in the industry is less than it was 25 years ago and is definitely tending to go down further. The Organizations say, further, that if productivity today were at the same rate as it was in 1921, there would now be over twice as many railroad employees as there are. In practically every phase of the work done by the nonoperating employees new methods and improved equipment have come into use or are now coming in, in greater quantity, all designed to reduce the amount of labor needed and to increase productivity.

The shorter workweek, the Organizations urge, is a move for better and more desirable working conditions and not for a wage increase. They maintain that most of the man-hours lost by going to the 40-hour workweek can be made up by compressing the work into the 40 hours. They contend that on every occasion in the past when work hours were reduced productivity promptly improved. They point out that railroad employees in the operating groups have had automatically contracting workweeks as train speeds have gone up because of the mileage pay arrangement they have.

They say that their failure to obtain the 40-hour workweek has also adversely affected their relative earnings position with reference to outside industry. In comparison with the National Industrial Conference Board's list of 25 manufacturing industries, railroad employees have deteriorated from fifth position in both hourly and weekly earnings in 1921, to twenty-fourth in hourly and eighth in weekly earnings in 1947; 1921 is deemed by the Unions to be the proper base because the Transportation Act of 1920 provided that the United States Railroad Labor Board should take into account scales of wages paid for similar kinds of work in other industries and that Board stated in 1921 that it had done so in dealing with railway wages.

The Organizations also offered evidence and arguments to the effect that the railroad industry is part of the productive machinery of all industries and as such is entitled to maintain its proportionate share of the gross national product. The fact is that the ratio of railway operating revenues to gross national product has fallen from 6.05 percent in 1929 to 3.65 percent in 1946 and to an estimated 4.09 percent in 1948. Even if all the present requests of the Unions were granted, and if the entire cost thereof as calculated by the Carriers were passed on in higher transportation rates, the percentage would be only 4.51.

Since the commodities which the railroads must buy have risen in price more than have the wages the Carriers pay, it would seem to be sound, urge the Unions, for other major industries which sell products to the railroads to pay such freight rates as will enable the railroads to treat their employees in the same manner as these outside industries are treating their own workers.

The Organizations take sharp issue with the Carriers over the cost of this workweek demand, over the danger which the Carriers see of losing traffic to competitors if rates are raised beyond the request now pending before the Interstate Commerce Commission, and over the inability of the Carriers to find additional employees to meet the shortage that the 40-hour workweek would cause. The matter of costs is discussed in some detail later in this report. With reference to competitive transportation agencies, the Organizations showed that the actual volume of traffic currently handled by railroads is the greatest of any peacetime period, that last year despite a large increase in rates the volume of traffic, physically and in dollars, rose over the preceding year. They also offered proof to show that motor transportation over a period of 10 years has succeeded only in maintaining a constant proportion with railroads of the total volume of traffic. As to the possible labor shortage, the Organizations argue that if working conditions were improved as requested, the problem would be alleviated and that, in any event, the Carriers will not need as many additional employees as they say they will. They showed also that each year the Carriers hire vastly more employees than they keep on the pay roll. In 1946 they hired about 750,000 more than the average of their mid-month counts of employees, and in some months they seem to be able to hire as many as 100,000 more than they keep.

In support of their proposals for time and one-half for service on Saturdays and double time on Sundays and holidays, representatives of the employees presented evidence from studies of the United States Bureau of Labor Statistics showing that out of 437 union agreements covering approximately 2,000,000 workers almost half the agreements provide premium pay for Saturday work as such, and about 60 percent require premium rates for Sunday work as such. More than four-fifths of the 2,000,000 workers receive premium pay for production work on holidays, two-thirds of them at double time. Their evidence also showed that 40 percent of the 2,000,000 workers receive time and a half not for Saturdays as such, but for the sixth consecutive day of work; and about 25 percent receive a premium rate for the seventh consecutive day, half of them getting double time. Further evidence submitted by the Organizations showed that some of the unions repre-

senting nonoperating railroad employees also have agreements with employers in other industries, many of which provide premium pay for Saturdays and Sundays as such, and for holidays, often at double time. The Board's attention was also directed to a study of the building trades which found that 60 percent of the mechanics in this industry are paid double time for any work outside the scheduled daily working hours and after 40 hours per week, with 9 out of 10 of them receiving double time if required to work on Sunday.

The purpose of the proposal for premium rates of pay on Saturdays, Sundays, and holidays, the Organizations argue, is not to add to rates of pay or to increase earnings, but simply to enable railroad men to live as other men. The overwhelming bulk of people do not work on week ends and holidays; that time is spent in relaxation, recreation, and association with friends and families.

By way of general summary, the Organizations maintain that the establishment of the shorter workweek coupled with the punitive pay provisions requested by them will inevitably have an advantageous effect on the workers, their health, their efficiency in performing their duties for their employers, their personal development, their contributions to their communities and to society, and thus on the general welfare.

POSITION OF THE CARRIERS

The Carriers' position, in summary, is that the request for the 40-hour workweek is principally a device to increase earnings rather than to give the employees more leisure time, contending that if this request were granted, wage rates would rise 44 cents per hour. They were very critical of the evidence and points made by the Organizations. Affirmatively, they offered evidence tending to prove to this Board that the imposition of any type of reduced workweek is economically and practically unfeasible under present conditions.

Management representatives pointed out that no real inequity against railway employees was created during NRA when outside industry went to the 40-hour week. There was a serious unemployment problem at the time and workers in these outside industries were actually working less than 40 hours per week at the time, the steel industry, for example, averaging between 28.6 and 31.7 hours in 1933. The wage increases granted at the time were not for the purpose of maintaining the former earnings in the shorter workweek, but to restore cuts which had been put into effect earlier in the depression. In 1934 and 1935 the railroads also brought wage rates back to their 1929 level.

The Carriers argued that there is no merit in the Unions' contention that increasing productivity has lessened the number of employees and

that this lends support to their request for a shorter workweek. In the employers' view, increases in productivity in the future are unpredictable, and since there is no pool of unemployed labor it is neither proper nor necessary to reduce weekly hours at present, regardless of how much productivity may have increased in the past, and this is particularly so because unit labor costs have gone up rather than down.

Practice in outside industry does not serve as a precedent supporting the Organizations' request, according to the Carriers, because in continuous process industries and in other industries where there are employees who must perform continuous services, such as in the power-house or plant-protection services, Saturdays and Sundays as such are not treated as premium pay days. Such industries and occupations have staggered workweeks and merely pay premium overtime after 40 hours or for the sixth and seventh working days, regardless of the day of the week.

The Carriers' representatives cited decisions of a number of impartial tribunals which denied requests for premium pay on Sundays as such in railroad cases because of the continuous nature of operations on the railroads.

The Carriers insist that a large amount of Saturday and Sunday work is unavoidable and that penalty pay on these days cannot stop it. Their proof was that 26.2 percent of all nonoperating employees are assigned to positions which must be filled 7 days per week and 24 percent more must work on Saturdays, making some 476,000 or about half the total of all nonoperating employees who would have to be given premium pay under the Unions' requests if the railroads are to continue to render the required service. Not only would the Carriers have to bear the burden of punitive pay for unavoidable work necessary to be done on the week ends, but they would also be subjected to greatly increased costs for additional employees to work during the week to make up for the man-hours lost by contracting the workweek into 5 days. This, they insist, presents a most difficult situation because such help is not available at present in the labor-short market. Almost 84,000 qualified people would have to be found to do the work that is equivalent to that which is now being done on Saturdays. If a staggered workweek were used and all employees worked 5 days, about 210,000 more employees would be needed, and they would have to have a great variety of skills and training to meet the unusual requirements of this industry. At the present time, and in the immediate future, because of the tightness of the labor market, this would present an insurmountable obstacle to the Unions' proposal, in the opinion of the Carriers. They assert that there is no good reason to believe that the efficiency of the individual workers will improve

if they work 40 hours instead of 48 which might relieve the need for these additions to the work force. They urge, on the contrary, that the proof in the case is to the effect that the greatest worker efficiency is found in the 48-hour workweek.

The Carriers also offered evidence to prove that the problem would be further complicated because of certain positions the hours of which are irregular and long by the nature of the job, and which, therefore, do not lend themselves either to second shifts or any kind of compression. These include dining car and the longer marine operations. There are also many salaried positions which are now wholly or partially excepted from the provisions of the contracts with the Unions and from the various rules because it has been mutually recognized that they cannot work regular hours and need special treatment.

Under their computations the Carriers feel that either the Organizations' request or any other form of shortened workweek would result in prohibitive costs and most dangerous consequences to the railroad industry. In its decision, *Ex Parte 166*, rendered on July 27, 1948, the Interstate Commerce Commission allowed the Carriers a net railway operating income of \$1,217 million, which amounted to a return of 5.32 percent on net investment. In 1948, assuming that all employees will receive a general increase of 10 cents per hour, effective as of October 16, 1948, this percentage would be 4.21, and the net railway operating income \$963 million. This represents a return on net worth substantially below the returns which manufacturing corporations and public utilities are enjoying, in fact, less than one-fourth of the average return in manufacturing and probably only one-half of that in public utilities. The Carriers point to the effect on even their comparatively modest return if they must try to absorb the cost of the kind of workweek and pay proposed by the Unions. They calculate this to be either \$925 million or \$1,108 million per year, assuming all lost man-hours would have to be made up. The higher figure would result if all work continued as at present and the lower if all work not essential on Saturdays, Sundays, and holidays were performed by additional employees Monday through Friday. If a 40-hour staggered workweek were adopted, without penalty pay for Saturdays, Sundays, and holidays, the cost would still be \$510 million. Thus, even after allowing for the amount included in the 1948 estimate of net railway operating revenue to cover the 10-cent per hour assumed wage increase for part of the year, it is the Carriers' judgment that the Organizations' 40-hour week is impractical and not possible of attainment at this time. The foregoing estimates of cost do not include the request for a 25-cent hourly increase, which will be considered below.

The Carriers counter the suggestion of the Unions that rate increases may be appropriate under the circumstances, by showing that there is now pending a request on their part for an increase of 13 percent to bring them back approximately to the return which the Interstate Commerce Commission allowed them in its last decision, and by maintaining that before seeking rate increases beyond this they must consider carefully the likelihood of losing a greater share of freight and passenger traffic to competitive forms of transportation.

The Carriers strongly urge their view that this demand for a 40-hour workweek, in face of the peculiar problems with which they must contend, including the kind of service expected of them, the specially skilled employees they require, and the unavailability of such help at present, must be recognized as an attempt by the Organizations simply to obtain further wage increases for the employees. "This being so," they insist, "this Board should consider this feature of the request in the same manner, and in the light of the same evidence, as it considers the request for an increase of 25 cents per hour."

MERITS OF A 40-HOUR WORKWEEK ON THE RAILROADS

From the foregoing summaries of the contentions of the parties it will be seen that the Organizations' proposed 40-hour workweek is closely tied up with its subsidiary qualifications. The Organizations are not seeking merely a general reduction to 40 hours, but rather a Monday through Friday workweek of 40 hours, with premium pay on Saturdays, Sundays, and holidays as such. They are also requesting that on the week-end days and on holidays the pay be for a minimum of 8 hours at the punitive rates.

The Board will now discuss the merits of the workweek proposed and some of the practical problems which arise in connection therewith. The request for the general wage increase will be dealt with in a subsequent section of this report, although the cost of that proposal and its effect on resulting wage rates have an undeniable bearing on the workweek request.

Forty basic work hours per week with time and a half for overtime is the prevailing practice in American industry. It has been put into force not only in those industries on which it was imposed by the Fair Labor Standards Act of 1938 but to a steadily enlarging extent in industries excluded from that act. It is constantly being accepted through collective bargaining in retail establishments and in local service industries. To a large degree it is an established working condition in many transportation industries, including air lines, pipe lines, local transit, over-the-road busses, and motor trucking. Communications and public utilities industries have it. It is in effect in

innumerable continuous production industries. Many industries which employ craftsmen included in the nonoperating railroad groups almost uniformly have the 40-hour week, and frequently the employees live and work in the same communities and are members of the same unions.

This pattern is extremely impressive in itself as a sound basis for including the railroad industry within its scope. The railroads now stand out as a striking exception.

There are other special reasons for establishing the shortened work-week for the nonoperating employees. The underlying reason for the 40-hour week in general industry in 1933 when it was first set up under N. R. A. and again in 1938 by the Fair Labor Standards Act was the unemployment that then prevailed. Although the circumstance of great unemployment has for some years been replaced by relatively full employment and a labor shortage, management as a whole now prefers to retain the 40-hour week as a standard working condition. This was ascertained and reported by the National Industrial Conference Board in 1948. In the railroad industry, by contrast, for many years employment has steadily declined. This has been accompanied by improvements in efficiency and productivity, but it is nevertheless a fact that the number of employees has fallen from the peak of about 2,000,000 in 1920 to 1,352,000 in 1947, and that, contrary to the general industry trend, has continued to decrease in every month of 1948 through August as compared with the same month in 1947.¹ Since World War II employment in general has risen by 8,000,000, but railroad employment has been declining each year. The shrinkage of the work force over the 27-year period, 1921 through 1947,² the growth of traffic handled and the great improvements in productivity may be seen readily in the following table. While the trend has not been entirely regular over the intervening years, its direction has been unmistakable.

	Railroad employees	Man-hours	Total revenue traffic units ³	Revenue traffic units	
				Per employee	Per man-hour
	<i>Thousands</i>	<i>Millions</i>	<i>Millions</i>	<i>Thousands</i>	
1921.....	1,659.5	4,147.3	418.8	252.4	101.0
1930.....	1,487.8	3,759.8	463.9	311.8	123.4
1936.....	1,065.6	2,675.3	406.5	381.5	151.9
1941.....	1,139.9	2,989.8	563.1	494.0	188.3
1946.....	1,359.3	3,632.3	786.0	578.3	216.4
1947.....	1,352.0	3,613.4	792.5	586.2	219.3

¹ I. C. C. Statement No. M-300, August 1948.

² If the comparison were of unit costs, 1921, as shown by the Carriers, would be an unsound base; as a measure of productivity it is satisfactory, however.

³ 3 times revenue passenger-miles plus revenue freight ton-miles.

It should also be noted that in 1921 76.7 percent of all railroad employees were in the nonoperating groups; by 1947 this percentage has declined to 71.5, which indicates that improvements in equipment and methods have had their greatest effect on these employees.

There is merit in the view that one of the ways in which workers share in the benefits of increasing efficiency is by having shorter working hours. Aside from the social and physical values, this helps to spread and maintain employment against the erosion caused by the efforts and skills of the workers themselves. This approach is plainly applicable to the railroad industry where, as shown above, employment has steadily fallen and is continuing to do so as the productivity of the workers and of the industry continue to rise.

The Interstate Commerce Act, as amended by the Transportation Act of 1940, declares the national transportation policy to be not only:

* * * to promote safe, adequate, economical, and efficient service and foster sound economic conditions in transportation and among the several carriers; * * *

but also declares the national policy to be:

* * * to encourage fair wages and equitable working conditions; * * *

Moreover, the principle of the 40-hour workweek has already been adopted by the railroad industry, although its practical effectiveness has been postponed. On January 17, 1944, in an agreement with the Organizations the Carriers gave certain wage increases averaging 2.4 cents in lieu of overtime over 40 hours. This agreement followed a statement by President Roosevelt on December 29, 1943, in which, among other things, he said:

Last May I announced that I believed railroad employees should be paid time and half for time worked in excess of 40 hours per week as practically all other employees are paid. This can be accomplished either by Congress repealing the exemption provision or by agreement of the employers and employees. I think it should be done by agreement.

The record in the instant case is devoid of convincing arguments in answer to the foregoing considerations. The Carriers' most effective points dealt with the practicability of putting the 40-hour week into effect at the present time, and that aspect will be considered below. It is deemed unnecessary and inappropriate at this late date to inquire into the theoretical advantages or disadvantages of the 40-hour week. It is now firmly a part of our national industrial policy.

Some question was raised on the record concerning the Unions' insistence that when the change is made to the shortened workweek, present 48-hour earnings be maintained. That has generally been the

practice in other industries, and no substantial evidence to the contrary was presented at the hearings. Before the codes were adopted under N. R. A. in 1933, the President's Reemployment Agreement provided for the maintenance of earnings where the workweeks were contracted. When the railroad industry decreased the workday to 8 hours in 1916, pursuant to the Adamson Act, it was enjoined by section 3 of that act not to reduce "the present standard day's wage," at least for a period estimated to run from 8 to 11 months thereafter, and subsequently the Carriers agreed to the continuation of this standard day's wage.

It may be well, however, to see whether the maintenance of the present 48-hour earnings in 40 hours will dislocate the hourly rates of these employees in relation to employees in comparable industries. At present the hourly rates of the nonoperating employees are disproportionately low, although their weekly earnings do not compare unfavorably with those in other industries where the employees work 8 hours less per week. Before the 40-hour week was established in other industries, starting in 1933, hourly rates also compared favorably. A spot check may be made by seeing how the hourly rates of the nonoperating employees ranked immediately before 1933, and how they would compare now if 20 percent were added to maintain the weekly earnings based on the 48-hour week.

In the 4 years, 1929 through 1932, the nonoperating employees had average hourly earnings of \$0.563, while the 25 industries used by the National Industrial Conference Board in its wage studies averaged \$0.56. In July 1948, the average hourly wage of the nonoperating employees was about \$1.213, while that of the 25 industries was \$1.474. In October 1948 the \$1.213 remained about the same,⁴ but it is estimated that the \$1.474 had risen to at least \$1.50. An estimate is necessary because N. I. C. B. discontinued its series in July. From July to October the "all manufacturing" average hourly figure of B. L. S. rose 3.4 cents, and it is a safe assumption based on the previous parallel course of the two series, that the N. I. C. B. group rose not less than 2.6 cents during those months. If the nonoperating employees earn a full 20 percent more per hour by virtue of the conversion to 40 hours, their average of \$1.213 will become \$1.455. Thus, it is evident that the conversion will not place the average hourly rate out of line with similar rates in industry at large. The average hourly wage of the nonoperating employees will still be a few cents below the average of the N. I. C. B. manufacturing industries.

⁴In December 1947 the average hourly earnings of the nonoperating employees was \$1.213. This average has varied negligibly in the months since then because there have been no changes in basic rates of pay.

The Board is therefore convinced that the equities of the situation strongly favor the proposition that these employees should be granted a 40-hour workweek with present 48-hour earnings maintained. It is doubtful whether railroad managements themselves disagree with this conclusion, except as to the practicability of adopting it at this time.

The practical aspects will now be considered.

PRACTICAL CONSIDERATIONS

The more important practical obstacles to the establishment of the 40-hour week are those arising from a possible shortage of labor, the continuous-operation nature of the railroads, the time required for transition to a shorter workweek, and the competitive and cost problems presented.

The Carriers place great emphasis on the current labor shortage and insist that their inability to find some 200,000 to 300,000 employees whom they estimate will be needed to make up the man-hours that will be lost by shortening the workweek is an insuperable obstacle to the Organizations' proposal. This raises two questions:

1. Will it be necessary to employ so many additional employees?
2. Is the railroad industry in fact suffering from a general labor shortage?

It is the Board's view that the Carriers' estimate of the additional employees they will require in a shortened week is exaggerated.

In 1932 the Interstate Commerce Commission was inquiring into the feasibility of a 36-hour workweek. That would have required mathematically that $33\frac{1}{3}$ of the man-hours be made up, like the 20 percent in the present case. But the Carriers then claimed only 25.8 percent would have to be made up, and the finding of the I. C. C. was that only 22.2 percent would be sufficient.

There are about 100,000 clerks in certain offices who are now working only $5\frac{1}{2}$ days. If they go to a 5-day week obviously only about 10 percent of the hours will have to be replaced at the outside, not 20 percent. The same is true of other workers who work only part time on Saturdays or who alternate or rotate with others on Saturdays. It is hard to believe that most of the work now done by the clerks on the Saturday half-days cannot be absorbed within the 5-day week proposed without supplementary employees. There is a certain amount of latitude as to when work must be done in the shop and maintenance of ways classifications. Indefinite deferment of repairs and replacements is not suggested, but within reasonable limits rearrangements of work may be made. If the estimate of the I. C. C. in 1932 is proportionately applicable today, and no convincing reason was given

against this view, then somewhat less than 14 percent instead of the full 20 percent would be sufficient.

One cannot help but be impressed by the flexibility shown by railroad management under all sorts of trying circumstances in the past. While the Unions' opinion that only 5.4 percent of the hours would have to be supplemented is probably an understatement, it is nevertheless a fact that the current intensive modernization program of the Carriers will accelerate the trend toward further efficiency and labor savings which will have a growing influence on the percentage that, in fact, will have to be supplemented. This acceleration, supported by a great deal of detailed evidence in the record, impresses the Board that now is probably a more favorable time for a workweek adjustment than 1932 was. Since at that time the estimate of the I. C. C. on a reduction from 48 to 36 hours was that only 22 percent of the man-hours would have to be made up, it follows that on a change from 48 to 40 hours only 14 percent would be required. When the reduction in hours is less it is not unreasonable to believe that the likelihood of employees more nearly carrying their work loads is better.

The Board cannot undertake to say exactly what the replacement percentage would be on shortening the workweek by 8 hours. It is convinced, however, that it will definitely work out to be less than 14 percent.

The labor shortage in this industry has not been a real handicap since the war. Thousands of employees returned from the armed forces. The Carriers started the postwar period with a labor force that had managed during the war to handle a traffic volume 30 percent larger than that handled in 1947. About 70,000 nonoperating jobs have been eliminated, and these included employees in all the crafts. During this time employment as a whole in industry and trade rose by about 8 million. Undoubtedly the refinement of the railroad work force and the elimination of marginal workers tended to improve the general efficiency of operations. The acquisition of new equipment and the making of repairs and replacements that had been long deferred had a similar tendency. In 1947, 6.5 million more traffic units were handled than in 1940 with 19 million less man-hours. Moreover, the Carriers seemed to be able to hire many more people than they retained permanently on their pay rolls. This is reflected in the difference between the average of the midmonth counts as reported to the Interstate Commerce Commission and the numbers shown as having been employed on the Railroad Retirement Board's records. In 1946 this difference was over 750,000, a part of whom, to be sure, were seasonal workers and others who have died or retired. The possibility of readjusting the size of its work force by again promoting employees

who had been advanced during the war and demoted since and by adding workers in the lower skilled jobs is a real one.

The Board notes that there was very little light thrown in the evidence on the matter of labor turn-over. Turn-over figures were supplied for only one road, the New York Central, and those figures merely showed that in 1 month, June 1948, 3,628 people left that carrier's employ and that of these only 510 had been with the company for 2 years or more and only 58 had quit voluntarily. No explanation was given for the loss of the remaining 3,118. More important, no data or analyses were offered concerning over-all industry figures.

If the railroad industry, which has many desirable advantages for employees, operated on the basic 40-hour week, which workers have come to regard as standard in the country, there is no doubt this industry will become much more attractive to its present and prospective employees.

The flexibility of railroad operations is demonstrated by the fact that on several occasions the Carriers have been able to carry on their functions in spite of contracting hours or expanding volume. During the depression most employees in the various crafts had workweeks of 5 days or less. And during the war when traffic volume was at its height (in 1944 the volume was almost 30 percent greater than in 1947), and when the labor pool was drained dry, the Carriers managed to meet their obligations in the great production effort by promoting apprentices and by general up-gradings, filling the less skilled positions with a variety of individuals whom they would ordinarily not employ and by persuading older employees to defer their retirement. Since then there have been many demotions, thus leaving a reservoir of employees experienced in higher skills who could be moved up again if necessary.

One cannot accept the thought that the resourceful managers of the railroad industry have exhausted the resourcefulness which they have been able to exhibit over the years. In the 1932 inquiry of the Interstate Commerce Commission the Carriers insisted that further increases in efficiency were unlikely. Nevertheless, since 1932 the output per man-hour has risen by 78 percent. The current modernization program has already been mentioned. There is not the slightest doubt that productivity can be further improved or that the acceptance of the long-delayed 40-hour week will serve as a stimulus in that direction.

It is the Board's intention to apply the 40-hour principle in the manner which will be the least disturbing and costly to the industry. When such a change is made a necessary period of adjustment is inevitable. The opportunity and time in which to make necessary plans must be afforded the Carriers. The Fair Labor Standards Act

recognized the need for a preparatory period by allowing a total of about 27 months before the workweek was moved down to 40 hours. N. I. R. A. made no reference to either minimum hourly rates or to the preservation of weekly earnings, although the weekly earnings feature was covered in the President's Reemployment Agreement. A number of industries, including local transit and trucking, approached the 40-hour week gradually in steps. President Roosevelt's statement in the 1943 railroad case took cognizance of the inadvisability of abruptly installing the 40-hour week with full penalty overtime pay in the railroad industry under the unusual wartime conditions. The preparatory period is not extended further because the Carriers have been on notice since 1943 that the full effectuation of the 40-hour week in railroads is expected and because the employees have had this shorter workweek withheld from them for more than 10 years.

To afford the Carriers a reasonable opportunity to plan the reorganization of their work schedules and thereby also to reduce the cost factor, the Board believes the reduced workweek should not go into effect until September 1, 1949.

The Organizations' requests for time and a half for all work on Saturdays and double time on Sundays and holidays and for a minimum of 8 hours pay at the punitive rates on all such days are discussed later in this report. It is perfectly clear that it is completely unrealistic to suggest that the railroads operate only Mondays through Fridays. Work must be done on every day of the year, and the imposition of penalty rates on certain days will not alter this fact. Similar situations have been faced in other continuous process industries and the general practice is to provide in such instances that Saturdays and Sundays be treated as ordinary working days for pay purposes and to permit management to schedule work assignments on a staggered 5-day workweek basis. Frequently, the staggered week is accompanied by a rotating of weekly work schedules in order to distribute the desirable days off as equally as possible. Work beyond 5 days or over 40 hours in any week is paid for at time and a half. These practices should be adopted by this industry as well, because apparently they are workable and desirable. Consistent with their operational requirements, the Carriers should allow the employees two consecutive days off in seven and so far as practicable these days should be Saturdays and Sundays.

While considering practical aspects of the change to a shorter week, it is appropriate to mention that the Board will not recommend that time not now compensable be made compensable, except as to days beyond 5 in any week, or that service now paid for on a pro rata basis be raised to some higher basis. Nor will it expand the call or stand-by

rules to require any larger minimum number of hours than those which now prevail.

ESTIMATED COSTS

We turn now to a discussion of costs and related financial and competitive features.

Assuming all hours lost by shortening the workweek will have to be made up by working all employees on their present schedules and, including the punitive rates for Saturdays, Sundays, and holidays and the related proposals of the Unions, and adding thereto the cost of a 25 cent per hour wage increase, the Carriers say the total annual cost would be 1,738 million dollars. By having certain work compressed into a Monday through Friday week this cost would be 1,555.2 million dollars. If the 40-hour workweek were staggered, with time and a half only for the sixth and seventh days, the Carriers estimate the annual cost at 1,119.3 million dollars, of which 629.7 million dollars represents the 25-cent general increase and the resulting increase in pay-roll taxes.

The Organizations make two approaches to the cost question. In one they conclude that the cost would be 887.1 million dollars, assuming the same kind of staggered workweek used by the Carriers in their estimate of 1,119 million dollars. The difference arises mainly from the Unions' assumption that the 1947 man-hours used in the calculation will by 1949 be 8 percent lower because of an average of 4 percent greater productivity each year. The other approach of the Unions is to compute the number of man-days of relief that will be required, in accordance with the estimates of its witnesses, at about 14 million, from which it finds the conversion to the 40-hour week would cost only 162.6 million dollars. This figure does not include the 25-cent increase, and assumes the only relief that will be needed, after a period of time, will be for jobs which must be filled 6 or 7 days each week. This amounts to 5.4 percent of the total man-days, instead of the 20 percent claimed by the Carriers.

The Carriers urge that the large increase in costs entailed makes the proposal prohibitive and that it may not be assumed that the simple solution is to have further rate increases, because strong opposition from shippers and the public would result and there would be the danger of diverting traffic to competitive facilities. Their current financial returns, they maintain, would make it impossible for them to absorb any increases in costs beyond 10 cents per hour which they are prepared to accept. This increase of 10 cents for all nonoperating employees would amount to about 260 million dollars annually.

In line with the considerations discussed elsewhere in this report, the Board believes that the estimates of both parties are unrealistic. It has determined, above, to recommend the establishment on September 1, 1949, of a staggered 40-hour workweek with overtime and holiday pay at time and a half. It is also finding, in section IV below, that under all the circumstances, the general wage increase should be 7 cents per hour. The 40-hour week will thus be in effect for only one-third of the year 1949. The Board's best estimate, based on the facts and evidence considered, is that when the Carriers inaugurate the 40-hour week over 8 months from now the maximum cost of the 40-hour week for the last 4 months of the year will be less than 18 cents an hour. Spread over the full year of 1949 this, then, would not exceed 6 cents per hour. The total hourly increase in wage costs for the non-operating employees in 1949, including the 7-cent general increase, would therefore not exceed 13 cents, or about 340 million dollars for the year. This is about 80 million dollars more for 1949 than the Carriers think they should absorb, when compared with their 10-cent offer.

In subsequent years the full effect of the adjusted workweek will be felt. It is believed, however, that in keeping with the experience of many years of increasing productivity and declining employment the industry will find the initial-cost burden diminishing as time goes on. The Board has declined to accept the Unions' guess that by the end of 1949 productivity per employee will be 8 percent greater than it was in 1947, which is the year on the basis of which the several cost computations have been made. It believes, however, that by that time the productivity will be better than it was in 1947, and this trend will probably be stepped up in consequence of the factors already discussed.

In arriving at its conclusions a good deal of consideration was given to the earnings and competitive positions of the railroads. The Carriers believe they are entitled to a net railway operating return of slightly over 5.32 percent on net investment, which they say was the return allowed by the Interstate Commerce Commission in its decision of July 27, 1948, when the last increase in rates was granted. Because of increased costs since then, including the 10 cents per hour to the operating groups and in anticipation of an equal amount to the non-operating classes, the Carriers now have before the Commission a request for a further increase of 13 percent. They say this would only bring the earning rate to 5.5 percent as compared with the estimated rate of 4.42 percent for 1948. If the 10-cent increase is paid for the full year to all employees in 1949 and if rates remain unchanged, the rate on net investment will drop to 2.90 percent, according to the Carriers'

estimate. The operating revenues for 1948 will be the highest in 23 years, and the estimate for 1949 is only slightly below that for 1948. If the entire rate increase of 13 percent now before the Interstate Commerce Commission were granted there would be an increase in operating revenues of over 1 billion dollars.

A word should be mentioned on the subject of railroad rates. The increases put into effect in 1948 represented 44.3 percent of the 1939 rates, which had remained unchanged until recently. The result has been that the railroads have been holding the price line much more effectively than have the shippers whom they serve and from whom the Carriers purchase their fuel, steel products, and other necessities. Since 1940 the cost of items the railroads buy have risen by almost 120 percent. In this period total labor costs have gone up 74 percent, although hourly wage rates rose about 90 percent. The Carriers have been able to hold their rates down by doing a greater amount of business and by keeping their employees, unlike those of most of their shippers and suppliers, on the 48-hour week. In the process of doing so the Carriers have not prospered to the same degree as have other industries. When ratio of net incomes to net worths are compared for the past 3½ years, class I railroads averaged 3.3 percent while leading corporations in manufacturing averaged over four times as much (13.7 percent), mining almost four times as much, retail and wholesale trade over five times as much (16.7 percent), and even other public utilities which are also regulated about two and one-half times as much.

The railroads' competitors are also meeting increasing costs and have not had the advantage by and large of having their employees on the 48-hour workweek. The evidence satisfies one that the railroads over the past 10 years or so have maintained their proportionate share of the traffic as compared with the air lines, pipe lines, water carriers, and trucking industry. All have enjoyed increases in volume because the total volume has increased sharply.

The most important traffic item, freight, measured in millions of freight ton-miles, increased from 1939 through 1947 from 534,115 to 985,600. Of this increase of 451,485 millions in ton-miles, 325,325 went to the railroads. In 1939 the railroads carried 63.3 percent of the total ton-miles and 63.3 percent of the increase thereafter would have been about 290,000 million ton-miles as compared with the 325,325 which the railroads enjoyed. In 1947 the railroads carried 67.3 percent of the traffic, with 1948 estimated at 64.3 percent. This hardly shows a dangerous trend away from the railroads. As already noted, the railroads' volume measured physically in traffic units or financially

in operating revenues is either greater than or at least substantially equal currently to the highest amounts in any previous peacetime year.

The Board feels that what it is recommending will not endanger the railroads financially. Nor will it, in the Board's judgment, put them competitively out of line with other transportation services.

II. PREMIUM PAY FOR SATURDAYS, SUNDAYS, AND HOLIDAYS

The Organizations' premium pay proposals are based on the assumption of a standard workweek of five 8-hour days, Monday through Friday, inclusive. Therefore they request that any work done on the 2 week-end days shall be paid for at premium rate—time and a half for Saturdays, double time for Sundays. Present arrangements for overtime pay generally provide for time and a half on Sundays where employees normally work 6 days a week, Monday through Saturday. But those who occupy positions which require continuous 7-day service usually have a staggered workweek of 6 days with 1 day of rest in 7. These employees get time and a half for work on their rest days which may or may not be Sundays. Work on specified holidays is currently also paid time and a half, and this, like Sunday work, the Organizations would raise to double time. One exception to the foregoing is among the shopcrafts where time and a half is paid for Sunday as such.

Coupled with these changes in premium rates of pay is a proposed requirement that any employee notified or called for service on Saturdays, Sundays, or holidays shall be guaranteed a minimum of 8 hours' pay at the respective penalty rates, with additional service on these days to be paid for under existing call and/or overtime rules. Existing call rules usually provide for a minimum of 2 hours and 40 minutes pay at time and a half. In effect, therefore, the minimum guarantee would amend these call rules by providing 8 hours' pay at time and a half on Saturdays and double time on Sundays and holidays for the first call in place of the present 2 hours and 40 minutes. The minimum guarantee of 8 hours for Saturday, Sunday, and holiday work would apparently also be substituted for varying payments now made under so-called "stand-by" rules which require employees to hold themselves in readiness for service on rest days when notified that they may be needed. It is to be noted also that as the proposals for premium pay read, certain rules providing allowances for dead-heading, travel time, and similar service would have to be changed to include payments at the rate of time and a half or double time if such services were rendered on Saturdays or on Sundays or holidays.

The Carriers contend, on the other hand, that this alleged purpose of making week ends and holidays rest days for the employees cannot

be achieved in the railroad industry because its operations must necessarily continue 7 days a week. They point out that no amount of penalty overtime pay can eliminate or substantially reduce the work required to keep the railroads operating on Saturdays, Sundays, and holidays. In industries like manufacturing or mining where plants may shut down over week ends and on holidays, penalty pay serves the purpose of discouraging or eliminating unnecessary work on rest days. But railroads cannot shut down, and the effect of the premium pay proposals can only be to increase the wages of the employees. The Carriers estimate that this increase alone would amount to about 21 cents an hour.

Witnesses for the railroads presented evidence showing that in manufacturing and other industries subject to the Fair Labor Standards Act which fixes a maximum normal workweek of 40 hours, premium pay for Saturdays and Sundays as such is not required. Employers are free to stagger the workweek, so that these 2 days may fall within the regular week's work for which straight time is paid. Exhibits were introduced showing that this is the general practice in continuous process industries, and that union agreements in such industries so provide. The evidence also showed that even in noncontinuous industries those employees necessary to perform continuous services, such as powerhouse and plant-protection employees, commonly work staggered workweeks, and are not paid premium rates for Saturdays and Sundays as such, but get such rates for work on their rest days which may be on any day of the week. Further, excerpts from decisions of various impartial tribunals were placed in the record by the Carriers which almost uniformly denied requests for premium pay on Sundays as such because of the continuous nature of railroad operations.

It seems clear from the contentions of the parties and from the whole record on the question of penalty pay that the changes in premium rates proposed by the Organizations are not essential to the establishment of a 40-hour workweek. However desirable it may be to have all workers have their rest days on Saturdays, Sundays, and holidays, it is obviously not possible to achieve this result in rail, air, and marine transportation, or in other continuous-process industries. "To live as other men," which the Organizations assert is the purpose of these proposals, railroad workers do not therefore necessarily have to have their week ends off. Plenty of others in continuous industries and many in noncontinuous industries also do not have weekly hours confined to Monday through Friday, and have their rest days on other days of the week than Saturday and Sunday.

Nor is the practice uncommon for employees who have a 40-hour workweek to get only time and a half for work done on rest days,

although instances of payment of double time for Sundays and holidays are also found. We are recommending a 5-day week with 2 days rest in 7 at increased hourly rates of pay in order to maintain the present 48-hour earnings. This will permit weekly assignments on a 5-day staggered basis; but however extensively such assignments are made, there will still be need for some overtime work on the sixth day at the premium rate of time and a half—an additional expense which the Carriers do not now have. This expense, plus the cost of changing from a 48- to a 40-hour week seems to us all that can be justified as essential.

The Carriers' estimate of 21 cents an hour as the cost of the premium pay proposals may well be too high, but the evidence presented by the Organizations does not make out a case for raising the penalty rates for work done on Sundays and holidays from time and a half to double time, or for a minimum guarantee of 8 hours pay in place of the present call and stand-by rules. We see no compelling reason why these changes need be made at the same time that the working week is reduced from 48 to 40 hours.

III. RULES CHANGES INVOLVED

When the Carriers on April 19, 1948, acknowledged receipt of the Organizations' requests with a counterproposal to revise or weed out 16 classes of working rules, they did not limit it to the named rules. Their accompanying letter stated that they desired to change or eliminate existing rules, agreements, or practices, however established, which are affected by your proposal (40-hour week, etc.) including but not limited to the 16 listed.

At the hearings the Board was advised by the Organizations that they had told the Carriers both during collective-bargaining conferences and in the mediation proceedings that certain rules would be affected and would have to be changed, such as weekly guarantees of 6 days' work, monthly guarantees of specified number of hours, and vacation and sick leave rules which stipulated specific numbers of days. The Organizations indicated on the record their willingness to make the changes necessary to bring such rules in conformity with a 5-day and 40-hour workweek and their penalty pay requests. They disagreed, however, as to whether all the changes and eliminations mentioned by the Carriers were affected by the Organizations' proposals, and they objected to the blanket terms in which the railroads wanted all agreements and practices amended.

Obviously this Board cannot be informed on specific provisions in several thousand agreements between the Organizations and the Car-

riers that might possibly be affected by converting to a shorter working week; and it can recommended no changes or eliminations without having all facts necessary to determine whether any change is required at all, as well as the effects of any possible changes.

To clarify this matter, the Carriers submitted for the record the following set of basic principles involved in their counterproposal, and to guide the Board in making its determinations.

First: No payments to be made for time or service not now paid for, and no changes to be made in present methods of payment for road work, travel time, meal periods, changing of shifts, etc.

Second: No changes in basic day or call rules.

Third: Elimination of all weekly and monthly guarantees.

Fourth: Modification of relief day rules and Sunday penalty pay rules to conform to the workweek provided for.

Fifth: No payments for holidays not worked.

Sixth: Discontinuance of Saturday afternoon relief rules.

Seventh: Relaxation of rules and limitations upon the distribution of overtime.

Eighth: Relaxation of starting time and intermittent service rules to permit necessary flexibility of service.

Ninth: Appropriate reduction of paid sick leave and vacation periods.

Reviewing these principles and the 16 classes of rules of which they are merely summaries, the Board finds that most of the questions raised by the Carriers are answered by the nature of the recommendations we make with respect to the 40-hour week and penalty pay proposals. A staggered workweek of 5 days with 2 days rest in 7 automatically eliminates premium pay for Saturdays and Sundays as such, and our recommendations reject the proposed minimum guarantee of 8 hours as well as the raising of penalty pay for Sundays and holidays from time and a half to double time.

Eliminating the minimum guarantee also automatically keeps the existing call and stand-by rules in effect. Similarly, in rejecting the penalty pay requests specifically for Saturdays and Sundays and any payments at double time, as well as the minimum guarantee, the intention was plain that not only existing call and stand-by rules should remain as they are, but also that other rules applying to service rendered on Saturdays, Sundays, and holidays or other rest days need not be changed on account of the establishment of the 40-hour week. The Board sees no reason why rules such as those dealing with dead-heading, court attendance and similar matters, travel time, road work and meal periods should not operate as they do now on Sundays, holi-

days, and other rest or relief days. Nor does the Board see any reason for either enlarging or eliminating such rules as now provide for observing on the succeeding Mondays holidays which fall on Sunday.

Guarantees of weekly and monthly hours based on 6 days a week will obviously conflict with the 40-hour workweek, and will have to be changed to conform with the reduced workweek. The same is true of the basic hours and overtime on which the salaries of monthly rated employees are computed. Similar adjustments will have to be made in rules governing vacations and of the provisions in the vacation and sick leave which stipulate specific numbers of days for both qualification and benefits.

Thus there are only a few of the rules left about which questions have been raised that require any comment or recommendation by the Board. There is one which would eliminate rules providing for payment for holidays on which no work is performed. The evidence shows, however, that in New England where such rules are mainly to be found, there were special circumstances which caused them to be adopted. In any case, the Board finds that such rules, wherever they exist, are not affected by the shorter workweek, and we see no need for changing them.

Another rule would authorize split tricks. Apparently this is not permitted by existing agreements, and there is no evidence in the record about details of the agreements. The Board is unable, therefore, to recommend either to add to the agreements about split tricks or to subtract from them. Further, the Board sees no reason why the establishment of the 40-hour week should require substitution of hourly rates for all existing daily rates, unless the parties want to do so. The same applies to the proposal to eliminate all weekly and monthly guarantees.

With respect to discontinuance of Saturday afternoon relief rules, this the Board finds obviously necessary, since there is to be a guarantee of five 8-hour days. Similarly, relief day rules will have to be modified because of the change from 1 day rest in 7 to 2 days, and will need to be extended to cover the shopcraft and other employees who have no relief-day rules. Finally, as to distribution of overtime, changing shifts, and starting time rules, these may or may not be affected by the shortened workweek depending on the specific provisions of existing agreements and the surrounding circumstances on each railroad, or points on the roads. From the meager discussion of these rules in the record, the Board is inclined to think that these rules will need some adjustment, but we see no reason for changing transfer time rules.

There may also be other rules about which the Board was not fully informed, such as the number of days in the apprentice year, which

may require readjustment. As to all these the Board can only recommend that the parties settle such differences in a cooperative spirit, as they customarily do when they make their agreements.

The determinations we have suggested above should be a guide as to the Board's intentions generally with regard to rules which may need revision when the 40-hour week is inaugurated. The intent is to have all necessary changes made so that working conditions will conform with the new working hours, and it is not intended to preserve existing rules which employees may prefer if such rules are not consistent with the 40-hour workweek.

IV. THE REQUEST FOR A WAGE INCREASE

The employees ask for a wage increase of 25 cents an hour in addition to whatever adjustments in hourly rates of pay may be necessary to enable them to earn in 40 hours what they now earn in 48. They contend that their request is "for an improvement in working conditions, not for an increase in wages. * * * It adds nothing to their pay check." They point out that the operating men in yard service were given improved working rules last year which netted them on the average about 2½ cents an hour in addition to the general increase of 15½ cents which all railroad workers received. Also, the road service men, because of their mileage system of pay, got about 3 cents more on account of this working condition when they were granted the 15½-cent increase.

For such reasons as these, the Organizations argue that their request for a wage increase must be considered on its own merits, and not connected or combined in any way with their proposal for a 40-hour week. As to the wage increase itself, little direct evidence was presented by the employees to justify the request for 25 cents an hour. They did show that cost of living had risen from June 1947 to July 1948 by about 10.5 percent, and to September 1948 by about 11 percent. Also they submitted evidence on which they based a claim that the pattern of the "third round" wage increases granted in 1948 in manufacturing industries was 13 cents an hour, the actual figures varying generally from 10 to 14 cents. But they laid greatest stress on the fact that since 1921 when they were among the highest paid workers they have gradually lost this position so that today their hourly rates are lower than the rates paid for similar work in other industries by more than 20 percent according to their estimate. This, however, they ascribed mainly to the establishment in other industries, since 1933, of the 40-hour week without reduction in weekly earnings, while the railroad workers have continued to work 48 hours; they urged these

comparative lower rates of pay, not only in support of their request for the 25 cents an hour increase, but also to justify their 40-hour week proposal.

The position of the Carriers is that there is no justification for granting a wage increase of more than 10 cents an hour, whether this is done by shortening the workweek or by premium pay for Saturdays, Sundays, and holidays, or by any other device or combination of devices. The Carriers are willing to give to the nonoperating employees here involved an increase of 10 cents an hour, the amount the operating employees have already accepted. They contend that all classes of railroad workers usually receive uniform general increases in cents per hour, and the 10 cents agreed upon with the operating group has set the pattern for the railroad industry which ought to be applied to the nonoperating group as well.

They do not regard a 40-hour week with 48 hours' pay as a mere change in working conditions. To them it means an increase in hourly rates of pay of 20 percent, or 23½ cents an hour. To grant 25 cents an hour on top of this seems to them quite unthinkable. It would mean adding more than \$600 million a year to the cost of changing to a 40-hour week, which with the proposed penalty pay would amount to the total they estimated at more than 1,700 million dollars. They have estimated, however, that about 200 million dollars might be saved by compressing certain work now done on Saturdays into a Monday to Friday workweek, and thus avoid penalty overtime. In their words: "The proposal for 48 hours' pay for 40 hours' work is purely a demand for a pay increase exactly as is the demand for 25 cents an hour. * * * It should not be assumed merely by virtue of the fact that the employees have asked for a reduced workweek, there should be automatically an increase in pay concurrent therewith."

In a previous section of this report, the Board rejected the enormous cost figures submitted by the Carriers as hardly applicable to the realities of the facts in the case. We have already found that a Monday through Friday week is not practical on the railroads, and therefore recommended a staggered workweek with 2 days' rest. We have also recommended rejection of the proposals to increase the penalty pay for Sundays and holidays from time and a half to double time as well as the minimum guarantee of 8 hours. On the basis of these rearrangements, the Carriers' estimates would be reduced, according to their own calculations, by approximately 21 cents per hour, or over a half-billion dollars, and we have estimated that a 20-percent increase in rates to maintain 48-hour earnings will cost the railroads not more than 14 percent.

There remains the proposed wage increase of 25 cents an hour which would amount to between \$600 million and \$700 million. As already indicated, however, the evidence submitted by the Organizations does not justify any such amount. At the most, an increase of 10 to 13 cents might be justified comparable to the third-round raises in other industries. Contrary to the contentions of the Organizations, it is not possible to keep the question of a wage increase at this time separate and apart from the increases in hourly rates that will be necessary to maintain 48-hour earnings while working hours are reduced to 40. While the longer workweek is an inequitable working condition, reducing it and maintaining present earnings require increased hourly rate; and such increases, in terms of pay roll costs, are not different from any other wage increases. These costs cannot be ignored in considering a straight wage increase, though they may amount to less in terms of earnings than the actual percentage rise in the hourly rates.

Moreover, witnesses before the Board testified that the employees were resentful at the Carriers' refusal to take any steps to establish the same kind of a workweek that prevails in most industries, and that their friends and neighbors enjoy. The employees, we were told, have protested in their organizations and have criticized their officers for not getting them the 40-hour week when most other workers have had it for so many years. They insist that the shortened workweek is a "must." We are persuaded that this is true, but if true the employees can hardly regard the other requests they have made as equally important. They must be willing to postpone some of the other things they want for the thing that is most important. Certainly they cannot expect as large a wage increase at this time as they might be entitled to if they were not insisting on a 40-hour week.

Quite aside from these considerations the evidence in the record does not support the wage increase of 25 cents an hour requested by the Organizations. Neither the rise in cost of living, nor the third-round (1948) wage increases granted to workers in comparable occupations in other industries, nor any other of the common criteria for determining wage increases justify a raise of 25 cents an hour for the non-operating railroad workers at this time. Incidentally, it is to be noted that the Organizations and the Carriers are in substantial agreement on these criteria, except that management witnesses stress the importance of ability to pay as a factor while the employees' representatives would disregard ability to pay entirely.

With respect to the adequacy of the standard of living that non-operating employees can maintain on their earnings, we cannot say on

the evidence submitted to us, that the wages earned by these employees in 1947 were substandard when compared with the earnings of workers in other industries during the same year. The average earnings of nonoperating employees for the year, around \$3,000, enabled them to maintain about the same level of living that comparable workers in manufacturing industries could have. But they had to work at least 8 hours more every week than the other workers in order to get this living. The difference, then, is not a matter of standard of living, but rather of comparative working conditions and wage rates, which can be fixed by equalizing weekly working hours.

As to the estimates that were put in the record of what it would cost the employees to maintain a healthy, comfortable or adequate American standard of living, we can only say that they hardly justify raising the pay of workers here involved whose annual earnings compare favorably with most other workers. Such estimates are most useful in cases where employees' earnings compel living standards below what most workers have. In the present case, the theoretical estimates of the needs of an assumed family of four are hardly pertinent, especially as the evidence shows that real wages of railroad employees have been increasing since 1940, indicating gains toward a higher standard of living. We are persuaded, however, that insofar as leisure is part of the American standard of living, the 48-hour week keeps them below the standard of most American workers.

Having recommended that this disparity ought to be removed by establishing a staggered 40-hour workweek as in other continuous industries, the dispute as to a wage increase must be determined primarily on the basis of the comparative increases granted in other industries in 1948, the continued rise in cost of living since the last wage adjustment was made, and the cost to the Carriers of a combined wage increase and a 40-hour week. Without any change in working conditions an increase of 10 cents an hour was granted to the operating employees effective in October, and as we have seen, for those who are paid on a mileage basis, this will work out to be about 13 cents. In the major manufacturing industries where collective bargaining prevails, the most common third-round 1948 increases have ranged from 10 to 13 cents an hour. Some workers have received less, but others got more. If it were not for the cost of changing to a 40-hour week, the Board finds that on the pattern of third-round increases the nonoperating employees would be entitled to an increase of 10 to 13 cents.

The contention of the Carriers that no more than the 10 cents accepted by the operating men is justified has a good deal of weight, but it cannot be conclusive since the operating workers are only about one-third of the total railroad employees. Although it is true, as the

Carriers argue, that since 1937 the customary method of granting general increases has been to give the same number of cents per hour to all railroad workers, it has not been the custom to apply to a majority of them the number of cents that happen to be acceptable to a minority. In 1947 about 90 percent of the employees, including both operating and nonoperating men had accepted 15½ cents. This led an emergency board to recommend the same amount for the remaining employees. In 1946 two arbitration boards awarded 16 cents an hour to a similar majority of both operating and nonoperating men, after which an emergency board recommended the same amount for the minority. Later after a brief strike 2½ cents additional was granted to all. In the present case if the 10-cent settlement made with the minority were made mandatory on the majority as proposed by the Carriers, it would also, by the same reasoning, prevent the nonoperating employees from getting the 40-hour week, although their working conditions are quite different from those in road service, where men earn 8 hours' pay after they have run 100 miles. We do not think it reasonable to recommend a principle that would thus have the effect of a minority binding the majority of the employees.

Another factor tending to reduce the amount of the general increase below the third-round pattern is the fact that from September 1947, when the previous increase was granted, to September 1948, the consumers' price index rose only 6½ percent, or the equivalent of only about 7.6 cents per hour in wage rates.

Neither do we consider it reasonable to impose on the Carriers the full burden of the third-round increase at the same time that the standard workweek of 40 hours is inaugurated, which will require hourly rates to be raised by about 20 percent to maintain 48-hour earnings. True the actual cost to the Carriers will be less than 20 percent, as explained above; but it is also true that a good many workers will earn more than their present 48 hours pay because of extra overtime that will be required until the new staggered 5-day week gets settled down to its full efficiency. If the reduced working week could be established immediately, perhaps this alone, or a very small wage increase in addition, would be the equivalent of the third-round increases other workers have received. But after waiting 15 years since the N. R. A. codes established the 40-hour week in many industries, 10 years since the Fair Labor Standards Act made this shorter workweek obligatory in all interstate manufacturing, mining, and other industries, and 5 years since their 1943 agreement recognized the principle of the 40-hour week, the nonoperating employees will still have to wait until September 1, 1949, before the 40-hour workweek is in effect on the railroads.

Because the employees will have to continue to work 48 hours a week for the greater part of the year 1949, and their last wage adjustment was made in September 1947, the Board is of the opinion that they are entitled to a wage increase comparable to the third-round increases received in 1948 by employees in other industries, but somewhat lower than the general pattern. In determining what this increase should be we have compared rates of pay and hourly and weekly earnings in many industries as reported by the Interstate Commerce Commission, the United States Bureau of Labor Statistics and the National Industrial Conference Board which both parties relied on at the hearings. From this data we summarize the following facts which seem to us most pertinent:

1. GROSS HOURLY EARNINGS

Month	Railroad nonoperating ¹	25 manufacturing (N. I. C. B.)	Durable manufacturing (B. L. S.)
December 1947.....	\$1. 21	\$1. 40	\$1. 35
June 1948.....	1. 21	1. 45	1. 385
July 1948.....	1. 21	1. 47	1. 41
August 1948.....	1. 21	(²)	1. 43
September 1948.....	1. 21	(²)	1. 45
October 1948.....	1. 21	(²)	1. 45

2. WEEKLY EARNINGS AND WORKING HOURS

December 1947.....	(49.1 hours) \$59.81	\$57. 41	(41.7 hours) \$56.48
June 1948.....	(50.2 hours) 60.11	57. 95	(40.5 hours) 56.13
July 1948.....	(49.2 hours) 59.15	58. 44	(40 hours) 56.33
August 1948.....	(49.5 hours) 59.45	(²)	(40.7 hours) 58.34
September 1948.....	(48.8 hours) 59.32	(²)	(39.8 hours) 57.95
October 1948.....		(²)	(40 hours) 59.43

¹ In 1943 an additional increase of 2.4 cents was given supposedly in lieu of overtime over 40 hours. This 2.4 cents is included in the figures in the table; if deducted it would further enlarge the disparity in gross hourly rates. In fact, this amount has been incorporated into the basic rates and is regarded by the Carriers and the employees as though it were a straight wage increase, neither side being under the illusion that it was a substitute for the 40-hour week.

² Publication ceased.

It will be noted that average hourly earnings of nonoperating employees are uniformly lower than in comparable manufacturing industries. In December 1947, when the last wage adjustment of 15½ cents had become fully effective, they earned 19 cents an hour less than the employees in the N. I. C. B. 25 representative industries, and 15 cents an hour less than those in the durable goods industries. Even the average of all manufacturing industries taken together, including the nondurable or "soft goods" industries, exceeded the nonoperating workers' earnings by 7 cents an hour; but we do not consider employment in the nondurable industries comparable in skill and responsibility to work on the railroads. The proportion of women and unskilled workers is much greater in such industries.

By July 1948, after many third-round increases had been given to the manufacturing workers, the nonoperating employees were receiving 26 cents an hour less than the workers in the 25 representative manufacturing industries, and 20 cents an hour less than those in the durable goods industries. By October 1948, they were 24 cents an hour behind the durable goods employees. The increase of 4 cents an hour between July and October in durable goods industries indicates that earnings in the 25 industries may well have risen to \$1.50 an hour by October, or 29 cents more than the nonoperating workers are getting, but the N. I. C. B. ceased publishing its wage figures in July. Though not included in the table, it is important to note also that the straight-time rates of the nonoperating employees have averaged between \$1.17 and \$1.18 an hour from December 1947 down to the present while the durable goods employees increased their straight time hourly earnings from \$1.30 to \$1.41. The differential in favor of the manufacturing workers thus rose from 12 cents to 24 cents during the same period.

When weekly earnings of the railroad and the manufacturing workers are compared there is not much difference. But it must be remembered that the basic working week of the former is 48 hours while the latter have a basic 40-hour week. The real difference appears when we compare what the manufacturing workers actually earn in a week including overtime after 40 hours with what the railroad men can earn at their present rates including overtime after 48 hours. Both groups usually also get overtime pay after 8 hours per day. In December 1947, when manufacturing workers were making \$57.54 in the 25 representative industries and \$56.48 in the durable goods industries, the nonoperating employees at their present hourly rate of \$1.21 (including overtime) could earn in 40 hours only about \$48.40, or from \$6 to \$7 less. And in October 1948, when the durable goods industries paid an average of \$59.43 a week for 40 hours work, the railroad workers would still be making only \$48.40 in 40 hours, or \$11 a week less.

It is apparent from the table that the weekly earnings of manufacturing workers have risen \$3 a week between December 1947 and October 1948, although working hours fell from 41.7 to exactly 40 hours, both including overtime. During the same period the earnings of the nonoperating employees remained at about \$60 a week for an average of about 49.1 hours. A 20-percent increase in the rates of the railroad employees to maintain their present take-home earnings in a 40-hour week would therefore yield them between \$3 and \$5 a week less than the manufacturing workers earn in 40 hours, taking the durable goods or the 25 representative industries for comparison. But the shorter work-week cannot be established on the railroads for another 8 months.

They will have to continue on a 48-hour basis until September 1949. Meanwhile most other workers, including the railroad operating employees, have already received third-round wage increases, while the nonoperating employees have had no wage adjustment since September 1947.

In view of all these considerations, we are of the opinion that an increase of 7 cents an hour is the most reasonable amount that will come nearest to doing justice to all concerned.

Having considered that the effective date for inaugurating the 40-hour workweek is to be September 1, 1949, the question now arises as to when the 7-cent increase shall go into effect. The employees ask that this date be 30 days after they served their requests on the Carriers on April 10, 1948. They complain that the operating men did not serve their requests until July and that the Carriers delayed handling their proposals "to handle first the later operating proposals." At a minimum, they urge, the effective date should be at least as much before October 16, when settlements were made with the operating employees, as April 10 is before the dates of the July notices.

The Carriers, on the other hand, want any increase put into effect on October 16, 1948. They point out that the requests were served on them less than a year after the 1947 increase went into effect, and that they were not responsible for any delay, as the management representatives were required to be in Washington at the call of the White House in connection with a threatened strike of certain operating employees. In the interest of uniform treatment of all their employees, they are willing to take as the effective date October 16.

The orderly procedures of the Railway Labor Act necessarily take considerable time. Both parties are fully aware of this. The fact that the Organizations served their notices about 7 months after the previous adjustment no doubt reflected their desire to be finished with the necessary bargaining, mediation and any other proceedings before the end of the year. In other industries labor contracts are usually made for a year or longer, and we do not believe that the wage increase we are recommending would be justified in less than a year after the second-round increase was granted. If the employees expected a raise by May 10, neither the increased cost of living nor comparative wage rates would have justified anything substantial. We do not find that either party was responsible for any delay that was avoidable; and in view of the particular circumstances and conditions surrounding this case, we are of the opinion that the reasonable date for making the wage increase effective would be October 1, 1948.

V. SPECIAL CRAFT PROBLEMS

Three groups of employees—dining car workers, certain marine department employees, and yardmasters—require separate consideration because of special circumstances connected with their employment.

DINING CAR EMPLOYEES

The dining-car employees in this case, numbering over 18,000, travel through with the trains on which they work and return as quickly as possible to their home station. For this reason their working hours are concentrated into either very long or very short workdays. This is balanced off somewhat by days off duty, but they nevertheless have as scheduled working hours 240 hours per month, with no daily or weekly maxima, and with overtime pay only for hours above 240 in the month. On most railroads they are paid at time and one-half over this month maximum, and 240 hours are guaranteed as well. The evidence indicated that the average working hours per month are about 225.

This is definitely a situation in which penalty pay will not serve to shorten the hours, unless service is to be curtailed. The peculiarities of the working requirements preclude the setting of any weekly number of working hours. This was recognized by the Unions at the hearings. The 240 hours per month mean practically 8 hours of duty every day, an extremely onerous schedule. On the general readjustment of the hours of work for the nonoperating groups, some consideration must be given to the situation of these employees, at least to the extent of providing some compensation for their long hours.

The equitable solution seems to be to reduce their basic monthly hours by 35, the equivalent of one working day less per week, which is what is being recommended for the nonoperating employees generally. This results in a workmonth of 205 hours, for which they should receive present monthly salaries. The Carriers will most likely have to continue the present schedule of hours, because this craft cannot be readily relieved while on duty. For all hours above 205 in the month they should be compensated at their basic hourly rates as adjusted by the conversion to 205 hours. Thus, if the working hours continue to average 225 per month, the dining-car employees will earn about 11½ percent more than they now receive, exclusive of the effect of the general wage increase. As a cost item to the Carriers, the increase will be somewhat less because there will be some savings for the 15 hours monthly on the average which they must pay for now

to reach the guarantee of 240 hours. The guarantee being reduced to 205 hours, payments for hours not worked will be narrowed materially. Premium pay should continue only for hours over 240 per month as at present, because of the Carriers' inability to set up schedules with shorter working hours for these dining car operations. The adjustments above outlined, as in all other cases, will be made on September 1, 1949.

MARINE EMPLOYEES

For the purpose of adjusting the workweek, the marine operations fall into two categories: Those in which the employees now work 8 hours per day, 6 days each week, and those in which the employees work long days with some compensating days off.

The former group are for all practical purposes like the other non-operating employees. Some of them are paid on a monthly basis of 208 hours. The 208 hours represent 8 hours of work, or 26 days per month, which is the monthly equivalent of 6 days per week. The employees in this group do their day's work at regular hours and are home every day, and are given punitive overtime if they are required to work on their day of rest, which is similar to the general practice.

The second category presents this problem. These employees are on vessels which have comparatively long runs, such as the South Amboy-New York City coal barge service and the Cape Charles service of the Pennsylvania Railroad Co. The men may eat and sleep on their boats, with watches of 6 hours on and 6 off alternatively while working, or like the dining-car employees, they may have exceedingly long workdays followed by full days off. They are apparently paid monthly salaries for basic monthly work periods of 208 hours, with straight or pro rata time for all hours over 208. Employees who work 270 hours, as some do, receive no penalty overtime pay. They are simply given a stipulated amount per hour, with what appears to be a guarantee of a minimum of 208 hours in each month.

The Board finds it necessary, unfortunately, to do some speculating about these facts. The record does not clearly describe precisely what the pay and hours of these employees are. The group as a whole forms only a minor part of the 6,300 marine operations employees, and obviously constitutes a negligible percentage of all the employees in the case. Lacking the certainty that would be essential to a specific recommendation with regard to this category of marine employees, the recommendation can merely be that in negotiating the changes in their agreements pursuant to this report, consideration be given by the parties to the facts that the Carriers would find it extremely difficult to change the working hours of these employees if

service is to be continued on its present level, regardless of punitive pay, and that the working hours of these men are unusually long. We are of the opinion that adjustments be made along the same general lines as in the case of the dining-car employees. A reasonable guide might be to maintain somewhat the same relationship in hours of work and pay as is now borne by their hours to those of the other marine operations employees.

YARDMASTERS

An unusual situation is presented in the case of the yardmasters. Their duties are more in the nature of work done by operating employees. They are generally paid on a monthly basis, and they work 6 days per week with a rest day which is not necessarily Sunday. The Carriers testified that the Railway Yardmasters of America, the organization which represented yardmasters in this proceeding, represents only 49 percent of this craft, and that the others, represented by various unions, have had their 1948 differences with the Carriers settled by the same general 10-cent increase given to other operating groups. The Board is unable to determine whether only 49 percent of the yardmasters are involved in this case or 78 percent, as claimed by the spokesman for the Railway Yardmasters of America. It is clear, however, that either a majority of all yardmasters or at least a substantial minority have been dealt with as operating employees.

The Board expressed the view earlier that settlements made by a minority should not be binding on a majority of employees. This is particularly true where both groups are part of the same craft, as in this instance. Unquestionably, if the yardmasters in our case get a reduced workweek it will have to be extended to all yardmasters. This would then create another inequity because the others have already settled for 10 cents, without the 40 hours.

Under these circumstances, the Board finds that no change in the workweek should be recommended, but that an increase of 10 cents an hour should be granted to them effective as of the same date on which the increase to other yardmasters was put into force.

VI. FINDINGS AND RECOMMENDATIONS

The Board finds and recommends:

1. *With respect to the shorter workweek.*—(a) That effective September 1, 1949, the Carriers establish for all nonoperating employees represented in this case, with the exceptions noted in (5) below, a workweek of 40 hours, consisting of 5 days of 8 hours each, with 2 consecutive days off in each 7; the workweeks may be staggered in accordance with the Carriers' operational requirements; so far as practical the

days off shall be Saturdays and Sundays, and in positions in which such days off are not regularly scheduled, workweeks which are rotated periodically shall be used for the purpose of making Saturdays and/or Sundays the days off on as equal a basis as is practical among employees.

(b) That in connection therewith all basic rates of pay now in effect, i. e., exclusive of the general increase recommended below, be increased by 20 percent to provide the same basic earnings in 40 hours of work as are now paid for 48 hours.

(c) That for all work performed in excess of 8 hours in a day and/or 40 hours in a week, time or rate and a half shall be paid.

2. *With respect to punitive pay on Saturdays, Sundays, and holidays as such.*—(a) That the Organizations' requests for punitive pay on Saturdays and Sundays as such and for a minimum guaranty of 8 hours for service on Saturdays, Sundays, and holidays be denied.

(b) That in all instances in which time or rate and a half is now required for work done on designated holidays under existing agreements no change be made.

3. *With respect to rules changes.*—(a) That the parties agree before September 1, 1949, on necessary rules revisions through direct negotiations, as they customarily do when they make their agreements; included among the rules which will need revision to make them conform to the staggered 40-hour workweek recommended are those dealing with the following matters:

Amount of weekly and monthly guaranties.

Sick leave.

Vacations.

Relief days, including their extension to crafts which do not now have them, and Saturday afternoon relief.

Punitive pay for Sunday as such.

Apprenticeship time.

(b) That there is no reason for changing the rules dealing with the following matters:

Holiday-pay provisions.

Deadheading, court attendance and similar matters, travel time, road work, meal periods, transfer time, make-up time.

Split shifts or tricks.

Calls.

Standbys.

Basic day.

Daily overtime.

(c) That there may be reasons for making changes in the rules on:
Distribution of overtime.

Changing shifts.

Starting time.

(d) That the working rules should conform to the revised work-week and, therefore, employees are not to have the option of continuing former rules which they may regard as more favorable but which are inconsistent with this intent.

4. *With respect to the general wage increase.*—(a) That the basic rates of pay of the employees here involved be raised by 7 cents per hour or 56 cents per day, effective as of October 1, 1948; and that all monthly, weekly or other rates be adjusted accordingly.

5. *With respect to the employees treated in Section V.*—(a) That dining-car employees have their guaranteed workmonth reduced to 205 hours, effective September 1, 1949, without reduction in their present monthly wages, and for all hours in a month worked by them in excess of 205 up to 240 they be given pro rata pay, and for all hours above 240 they be paid at time and a half.

(b) That employees in the longer marine operations, meaning those who do not work on schedules of six 8-hour days per week, remain on a monthly basis as heretofore, but are entitled to have an adjustment in monthly hours, effective as of September 1, 1949, with present monthly rates of pay maintained, proportionate approximately to the adjustment recommended for the dining-car employees, the details of which, for lack of sufficient information on the record, being left to the parties to work out by direct negotiations.

(c) The provisions of recommendation (1) apply to other marine employees.

(d) That no change in the workweek for yardmasters is recommended, and that they be granted a general wage increase of 10 cents per hour, effective under the same conditions and as of the same date when the 10-cent increase was put into force for other yardmasters as part of the operating group; this increase of 10 cents is to be in lieu of the general increase stipulated in recommendation (4).

Respectfully submitted.

WM. M. LEISERSON, *Chairman.*

DAVID L. COLE, *Member.*

GEORGE A. COOK, *Member.*

APPENDICES

- A. APPEARANCES.
 - B. EXECUTIVE ORDER 10010 CREATING THE EMERGENCY BOARD.
 - C. CIRCULAR AND STRIKE BALLOT.
 - D. PARTIES TO THE DISPUTE.
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APPENDIX A

APPEARANCES FOR THE EMPLOYEES

PERSONNEL OF EMPLOYEES' CONFERENCE COMMITTEE SIXTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS :

Lester P. Schoene, General Counsel.
Eli Oliver, Economic Advisor.
W. H. Homer, Assistant Economic Advisor.
G. E. Leighty, Chairman.
Jesse Clark, Secretary.

RAILWAY EMPLOYEES DEPARTMENT, A. F. L. :

Fred N. Aten, President.
George Cucich, Research Director.

INTERNATIONAL ASSOCIATION OF MACHINISTS :

H. W. Brown, International President.
Ed Weisner, International Representative.

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS AND HELPERS OF AMERICA :

C. J. MacGowan, International President.
A. P. Smith, International Vice President.

INTERNATIONAL BROTHERHOOD OF BLACKSMITHS, DROP FORGERS AND HELPERS :

John Pelkofer, General President.
M. McClymont, General Vice President.

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION :

J. M. Burns, General Vice President.
Arthur Corrigan, International Representative.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS :

J. J. Duffy, International Vice President.
R. E. Cline, International Representative.

BROTHERHOOD RAILWAY CARMEN OF AMERICA :

Irvin Barney, General President.
A. J. Bernhart, General Vice President.

INTERNATIONAL BROTHERHOOD OF FIREMEN, OILERS, HELPERS, ROUND HOUSE AND RAILWAY SHOP LABORERS :

George Wright, Vice President.
J. W. Casselman, Vice President.

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES :

Geo. M. Harrison, Grand President.
Ralph Speer, Special Representative.

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES :

T. C. Carroll, President.
F. L. Noakes, Director of Research.

THE ORDER OF RAILROAD TELEGRAPHERS :

G. E. Leighty, President.
R. J. Westfall, Research Director.

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA :

Jesse Clark, Grand President.

NATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS OF AMERICA :

C. F. May, President.
W. J. Van Buren, Secretary-Treasurer.

NATIONAL MARINE ENGINEERS' BENEFICIAL ASSOCIATION :

S. J. Hogan, President.
W. O. Holmes, Secretary-Treasurer.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION :

J. P. Ryan, International President.
R. A. Walton, International Vice President.

HOTEL AND RESTAURANT EMPLOYEES' AND BARTENDERS' INTERNATIONAL UNION :

Hugo Ernst, President.
G. E. Brown, Vice President.
R. W. Smith, Secretary-Treasurer.

RAILROAD YARDMASTERS OF AMERICA :

M. G. Schoch, President.

APPEARANCES FOR THE CARRIERS**COUNSEL FOR CARRIERS' CONFERENCE COMMITTEES :**

Guy W. Knight, Philadelphia, Pa.
Robert C. Bannister, New York, N. Y.
Burton Mason, San Francisco, Calif.
H. Merle Mulloy, Philadelphia, Pa.
Gregory S. Prince, Washington, D. C.

EASTERN CARRIERS' CONFERENCE COMMITTEE :

H. A. Enochs (Chairman), Chairman, Executive Committee, Bureau of Information of the Eastern Railways, New York, N. Y.
N. N. Baily, Vice President, Operation and Maintenance, Reading Co., Philadelphia, Pa.
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.
E. B. Perry, Assistant Vice President, Personnel, New York, New Haven & 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) Chairman, The Association of Western Railways, Chicago, Ill.

WESTERN CARRIERS' CONFERENCE COMMITTEE—Continued

- S. C. Kirkpatrick, Assistant to Vice President, The Atchison, Topeka & Santa Fe Railway System, Chicago, Ill.
- H. W. McCauley, Chief of Personnel, Northern Pacific Railway Co., St. Paul, Minn.
- J. G. Torian, Manager of Personnel, Southern Pacific Co., San Francisco, Calif.
- G. J. Willingham, Manager of Personnel, Illinois Central Railroad Co., Chicago, Ill.
- 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.
- H. A. Benton, Director of Personnel, Seaboard Air Line Railroad, Norfolk, Va.
- W. S. Baker, Chief of Personnel, Atlantic Coast Line Railroad, Wilmington, N. C.
- F. K. Day, Jr., Assistant General Manager, 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.

ST. PAUL UNION DEPOT COMPANY AND THE KING STREET STATION, SEATTLE:

- M. J. Galvin, St. Paul, Minn.

APPENDIX B

EXECUTIVE ORDER 10010

CREATING AN EMERGENCY BOARD TO INVESTIGATE DISPUTES BETWEEN THE AKRON & BARBERTON BELT RAILROAD COMPANY AND OTHER CARRIERS, AND CERTAIN OF THEIR EMPLOYEES

Whereas disputes exist between the Akron & Barberton Belt Railroad Company and certain other carriers designated in List A attached hereto and made a part hereof, and certain of their employees represented by the sixteen cooperating railway labor organizations designated in List B attached hereto and made a part hereof; and

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

Whereas these disputes, in the judgment of the National Mediation Board, threaten substantially to interrupt interstate commerce 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 disputes.

No member of the said board shall be pecuniarily or otherwise interested in any organization of railway employees or any carrier.

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

As provided by section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the board has made its report to the President, no change, except by agreement, shall be made by any of the carriers involved or its employees in the conditions out of which the said disputes arose.

(s) HARRY S. TRUMAN.

THE WHITE HOUSE,

October 18, 1948

LIST A

Akron & Barberton Belt Railroad Co.

Akron, Canton & Youngstown Railroad Co.

Ann Arbor Railroad Co.

Baltimore & Ohio Railroad Co.

B. & O. Chicago Terminal Railroad Co.

B. & O. New York Terminal Railroad Co.

Dayton & Union Railroad Co.

Strouds Creek & Muddlety Railroad Co.

Bessemer & Lake Erie Railroad Co.

Boston & Maine Railroad Co.

Boston Terminal Company.

Brooklyn Eastern District Terminal.
 Bush Terminal Railroad Co.
 Canadian National Railway Co.
 Canadian National Railways—New York.
 Canadian National Railways—New England.
 Champlain & St. Lawrence Railroad Co.
 United States & Canada Railroad Co.
 St. Clair Tunnel Co.
 Canadian Pacific Railway Co.
 Central Railroad Company of New Jersey.
 Central Railroad Company of Pennsylvania.
 Central Vermont Railway, Inc.
 Chesapeake & Ohio Railway Company—Pere Marquette District.
 Fort Street Union Depot Co.
 Chicago, Indianapolis & Louisville Railway Co.
 Chicago Union Station Co.
 Cincinnati Union Terminal Co.
 Dayton Union Railway Co.
 Delaware & Hudson Railroad Corporation.
 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.
 Jay Street Connecting Railroad.
 Indianapolis Union Railway Co.
 Lehigh & New England Railroad Co.
 Lehigh Valley Railroad Co.
 Mackinac Transportation Co.
 Maine Central Railroad Co.
 Portland Terminal Co.
 Monongahela Railway Co.
 Montour Railroad Co.
 New York Central (full line agreements).
 New York Central Railroad Co.—Buffalo and East.
 New York Central Railroad Co.—West of Buffalo.
 Michigan Central Railroad Co.
 Cleveland, Cincinnati, Chicago & St. Louis Railway Co.
 Peoria & Eastern Railway Co.
 Louisville & Jefferson Bridge & Railroad Co.
 Boston & Albany Railroad Co.
 Indiana Harbor Belt Railroad Co.
 Chicago River & Indiana Railroad Co. (Chicago Junction Railway).
 Pittsburgh & Lake Erie Railroad Co. (Lake Erie & Eastern Railroad)
 Cleveland Union Terminals Co.
 Troy Union Railroad Co.
 Federal Valley Railroad Co.
 New York, Chicago & St. Louis Railway Co.
 New York Connecting Railroad Co.
 New York Dock Railway.

New York, New Haven & Hartford Railroad Co.
 Pennsylvania Railroad Co.
 Baltimore & Eastern Railroad Co.
 Long Island Railroad Co.
 Pennsylvania-Reading Seashore Lines.
 Pittsburgh & West Virginia Railway Co.
 Pittsburgh, Chartiers & Youghiogheny Railway Co.
 Reading Company.
 Philadelphia, Reading & Pottsville Telegraph Co.
 Beaver Creek Water Company.
 Staten Island Rapid Transit Railway Co.
 Union Depot Company (Columbus, Ohio).
 Union Freight Railroad Company (Boston).
 Union Inland Freight Station, N. Y.
 Washington Terminal Co.
 Western Allegheny Railroad Co.
 Wheeling & Lake Erie Railway Co.
 Lorain & West Virginia Railway Co.
 Alton and Southern Railroad Co.
 Atchison, Topeka & Santa Fe Railway Co.
 Gulf, Colorado and Santa Fe Railway Co.
 Panhandle & Santa Fe Railway Co.
 Belt Railway Company of Chicago.
 Burlington-Rock Island Railroad Co.
 Camas Prairie Railroad Co.
 Chicago & Eastern Illinois Railroad Co.
 Chicago & Illinois Midland Railway Co.
 Chicago & North Western Railway Co.
 Chicago & Western Indiana Railroad Co.
 Chicago, Burlington & Quincy Railroad Co.
 Chicago, Great Western Railway Co.
 Chicago, Milwaukee, St. Paul & Pacific Railroad Co.
 Chicago, Terre Haute & Southeastern Railway Co.
 Chicago, Rock Island & Pacific Railway.
 Chicago, St. Paul, Minneapolis & Omaha Railway.
 Colorado & Southern Railway.
 Colorado & Wyoming Railway.
 Denver & Rio Grande Western Railroad.
 Denver Union Terminal Railway.
 Des Moines Union Railway.
 Duluth, Missabe & Iron Range Railway.
 Duluth Union Depot & Transfer Company.
 Duluth, Winnipeg & Pacific Railway.
 Elgin, Joliet & Eastern Railway.
 El Paso Union Passenger Depot Company.
 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 Railway.
- 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.
- Kansas City Southern Railway.
 - Arkansas Western Railway.
 - Ft. Smith & Van Buren Railway.
 - Joplin Union Depot Company.
- Kansas City Terminal Railway.
- Louisiana & Arkansas Railway.
- Manufacturers Railway.
- Midland Valley Railroad.
 - Kansas, Oklahoma & Gulf Railway.
 - Oklahoma City-Ada-Atoka Railway.
- Minneapolis & St. Louis Railway.
 - Railway Transfer Company-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 Company of Texas.
 - Beaver, Meade & Englewood Railroad.
- Missouri Pacific Railroad.
 - Missouri-Illinois Railroad.
- Northern Pacific Railway.
- Northern Pacific Terminal Company of Oregon.
- Northwestern Pacific Railroad.
- Ogden Union Railway & Depot Company.
- Oregon, California & Eastern Railway.
- Peoria & Pekin Union Railway.
- Port Terminal Railroad Association.
- Pueblo Union Depot & Railroad Company.
- St. Joseph Terminal Railroad.
- St. Louis-San Francisco Railway.
 - St. Louis, San Francisco & Texas Railway.

St. Louis Southwestern Railway.
 St. Louis Southwestern Railway Company of Texas.
 St. Paul Union Depot Company.
 San Diego & Arizona Eastern Railway.
 Southern Pacific Company (Pacific Lines).
 Spokane, Portland & Seattle Railway.
 Oregon Trunk Railway.
 Oregon Electric Railway.
 Terminal Railroad Association of St. Louis.
 Texarkana Union Station Trust.
 Texas & New Orleans Railroad.
 Texas & Pacific Railway.
 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 R. R. of New Orleans.
 Union Pacific Railroad.
 Union Railway Company (Memphis).
 Union Terminal Company (Dallas).
 Wabash Railroad.
 Western Pacific Railroad.
 Atlantic Coast Line Railroad Co.
 Atlantic & West Point Railroad Co.
 Western Railway of Alabama.
 Atlanta Terminal Co.
 Central of Georgia Railway Co.
 Charleston & Western Carolina Railway Co.
 Chesapeake & Ohio Railway Co. (Chesapeake District).
 Clinchfield Railroad Co.
 Florida East Coast Railway.
 Georgia Railroad Co.
 Augusta Union Station Co.
 Gulf, Mobile & Ohio Railroad Co.
 Southern Region.
 Northern Region.
 Jacksonville Terminal Co.
 Kentucky & Indiana Terminal Railroad Co.
 Louisville & Nashville Railroad Co.
 Nashville, Chattanooga & St. Louis Railway Co.
 Norfolk & Portsmouth Belt Line Railroad Co.
 Norfolk Southern Railway Co.
 Norfolk & Western Railway Co.
 Richmond, Fredericksburg & Potomac Railroad Co.
 Richmond Terminal Railway Co.
 Potomac Yard.

Seaboard Air Line Railway Co.

Southern Railway Co.

Alabama Great Southern Railroad Co.

Cincinnati, Burnside & Cumberland River Railway Co.

Cincinnati, New Orleans & Texas Pacific Railway Co.

Georgia Southern & Florida Railway Co.

Harriman & Northeastern Railroad Co.

New Orleans & Northeastern Railroad Co.

New Orleans Terminal Co.

St. Johns River Terminal Co.

Virginian Railway Co.

LIST B

International Association of Machinists.

International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

International Brotherhood of Blacksmiths, Drop Forgers and Helpers.

Sheet Metal Workers' International Association.

International Brotherhood of Electrical Workers.

Brotherhood of Railway Carmen of America.

International Brotherhood of Firemen, Oilers, Roundhouse and Railway Shop Laborers.

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

Brotherhood of Maintenance of Way Employees.

The Order of Railroad Telegraphers.

Brotherhood of Railroad Signalmen of America.

National Organization of Masters, Mates & Pilots of America.

National Marine Engineers' Beneficial Association.

International Longshoremen's Association.

Hotel and Restaurant Employees' International Alliance and Bartenders' Int. League of America.

Railroad Yardmasters of America.

AMENDMENTS—EXECUTIVE ORDER

AMENDMENT OF EXECUTIVE ORDER No. 10010, CREATING AN EMERGENCY BOARD TO INVESTIGATE DISPUTES BETWEEN THE AKRON & BARBERTON BELT RAILROAD COMPANY AND OTHER CARRIERS, AND CERTAIN OF THEIR EMPLOYEES

By virtue of authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), Executive Order No. 10010 of October 18, 1948, entitled "Creating an Emergency Board To Investigate Disputes Between the Akron & Barberton Belt Railroad Company and Other Carriers, and Certain of Their Employees," is hereby amended as follows:

1. The following-named carriers are hereby added to the list of carriers comprising List A attached to and made a part of the said Executive order:

The New York & Long Branch Railroad Company.

Wharton & Northern Railroad.

Jersey Central Transportation Company.

Grand Central Terminals.

State University Railroad Company.

Woodstock & Blockton Railway Company.

2. The railway labor organizations designated in List B attached to and made a part of the said Executive order as "Brotherhood of Railway Carmen of America" and "Hotel and Restaurant Employes' International Alliance and Bartenders' Int. League of America" are hereby designated respectively as "Brotherhood Railway Carmen of America" and "Hotel & Restaurant Employees and Bartenders' International Union."

This order shall be effective as of October 18, 1948.

(S) HARRY S. TRUMAN.

THE WHITE HOUSE,

November 5, 1948.

APPENDIX C

OFFICIAL CIRCULAR AND STRIKE BALLOT OF THE SIXTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS PARTICIPATING IN THE NATIONAL FORTY-HOUR-WEEK AND WAGE-INCREASE MOVEMENT INAUGURATED BY NOTICES SERVED UPON CARRIERS IN THE UNITED STATES ON OR ABOUT APRIL 10, 1948

CHICAGO, ILL., *September 18, 1948.*

To the members and employes represented by:

International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.
Brotherhood Railway Carmen of America.
International Brotherhood of Electrical Workers.
International Association of Machinists.
Sheet Metal Workers' International Association.
International Brotherhood of Firemen, Oilers, Helpers, Round House and Railway Shop Laborers.
Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes.
Brotherhood of Maintenance of Way Employes.
The Order of Railroad Telegraphers.
Brotherhood of Railroad Signalmen of America.
National Organization Masters, Mates and Pilots of America.
National Marine Engineers' Beneficial Association.
International Longshoremen's Association.
Hotel and Restaurant Employees and Bartenders International Union.
Railroad Yardmasters of America.

GREETINGS: Pursuant to requests of their respective memberships, and authority of the general chairmen, and in accordance with the laws of these organizations, the 16 Organizations signatory hereto joined early this year in the inauguration of a national movement seeking:

1. Revision of the workweek as follows:

(a) Establishment of a straight-time workweek of not in excess of 8 hours per day, Monday through Friday, without reducing the amount to be paid for 40 straight-time hours below the compensation now paid for a 48-hour straight-time workweek.

(b) Payment for all services on Saturdays at not less than time and one-half, and payment for all services on Sundays and holidays at not less than double time, with the allowance of a minimum of 8 hours' compensation at the applicable overtime rate for any service on Saturdays, Sundays, and holidays.

2. A general increase of 25 cents an hour in all resulting basic wage rates after adjustment to the 40-hour week.

For the purpose of carrying out this joint national movement the general chairmen of each of the 16 Organizations served a uniform notice on the proper officials of the carriers throughout the United States, in accordance with the provisions of the Railway Labor Act, on or about April 10, 1948. Initial conferences within 30 days were requested as the Railway Labor Act requires. Anticipating that separate system conferences would probably not settle the issues, the notices informed the carriers that the employees had established a National Conference Committee composed of the chief executives of the 16 cooperating Organizations authorized to handle the matter to a conclusion on a joint national basis. It was requested that in the event agreement was not reached in separate system conferences the carriers join in the establishment of a Carriers' Conference Committee similarly authorized to handle the matter to a conclusion with the Employees' National Conference Committee.

The carriers generally responded to the employee proposal with a counterproposal which seeks to nullify or eliminate a very large proportion of all the protective rules that the employees have succeeded in establishing by agreement over the many years during which they have made gradual improvements in their rules and working conditions. The carriers propose—

"* * * to change or eliminate existing rules, agreements or practices, however established, which are affected by your proposal including, but not limited to, the following:

"Elimination of those which conflict with the payment of pro rata rates in any calendar week for the number of hours constituting the basic workweek.

"Elimination of those which require the payment of overtime rates by reason of work performed on Sundays and holidays as such.

"Elimination of those which provide for payment for holidays on which no work is performed.

"Elimination of those which require payment for a specified number of hours in any day, week or month.

"Elimination of those which fix the starting time for employees.

"Elimination of those dealing with Saturday afternoon service.

"Modification of those with respect to rest and relief days.

"Modification of those with respect to changing shifts.

"Modification of those relating to allotment or distribution of overtime.

"Reduction in all monthly and weekly rates to conform to any reduction in the basic workweek.

"Elimination of all daily, weekly or monthly guarantees.

"Elimination of all daily rates and substitution of hourly rates.

"Elimination of all sick leave rules and practices.

"Establishment of rules which will permit work on split tricks.

"Change of vacation rules to provide for reduction in vacations of employees subject to Section 1 of the 'Supplemental Vacation Agreement of February 23, 1945,' in proportion to any reduction in the basic workweek.

"Change of vacation rules covering employees represented by the Railroad Yardmasters of America to provide for reduction in vacations of such employees in proportion to any reduction in the basic workweek."

By the third week in May it had become evident that separate system conferences could not settle the dispute. The Employees' National Conference Committee pointed this out to the carriers and urged prompt national conferences. Repeatedly throughout the summer the employees' representatives pressed the carriers to set a date for the beginning of national conferences. Not until about 3½ months had elapsed after national conferences were requested would the carriers meet the Employees' National Conference Committee, on September 8, 1948.

During the conferences which began on September 8, 1948, the representatives of the employees have made a full, fair and clear presentation to the carrier representatives of the justification for the employee proposal. It has been shown that virtually all American industries outside the railroads have accepted the 40-hour week as basic. Provisions for premium payment for time beyond 8 hours per day, Monday through Friday and for Saturday, Sunday and holiday work have been shown to be common. The rates of time and one-half for Saturdays and double time for Sundays and holidays have been shown to be prevalent. It has been demonstrated that when other industries accepted this basic workweek of 40 hours, the weekly pay for the previously longer workweek was preserved. It was shown that because other industries had made this change in the basic workweek without reduction in pay, while the railroad industry continued on the obsolete 48-hour week, employees in other industries were getting, last year before any third round increases had been granted, more for a 40-hour week than railroad employees were getting for a 48-hour week.

With respect to the requested increase of 25 cents per hour, it was shown that the 15½-cent increase of last year fell far short of compensating for the increase in the cost of living that had occurred since the last previous increase in May 1946. Within the last year there has again been such a sharp rise in the cost of living that the full increase of 25 cents per hour requested would be required to offset the last year's rise and to make up for the amount by which last year's increase failed to offset the rise in living costs that had then occurred. It was further pointed out that, apart from cost-of-living considerations, employees in other industries were paid so much better than railroad employees as of last year and have received third round increases this year in such amounts, that a 25-cent increase is needed to put railroad employees on a parity with those in other industries.

In the conferences that have gone on since September 8, and which have now been terminated, the carriers have steadfastly refused to accede to the employee proposal and no basis for compromise has developed. Moreover, the carrier counterproposal has not been withdrawn. The possibility of settling this dispute by negotiation has been exhausted. The Employees' National Conference Committee has exerted every reasonable effort to adjust the dispute by the conference method and that process is now at an end. Should any opportunity present itself to make an acceptable settlement through the intervention of the National Mediation Board or through any other facilities that the Railway Labor Act may afford, the employee representatives will readily avail themselves of that opportunity. However, the long delay of the carriers in meeting us in national conferences together with their adamant attitude in conferences, has

made it clear that the possibilities of settlement are negligible until such time as the carriers clearly understand that their continued refusal to accede to the employe proposal and their persistence in pressing their counter proposal confronts them with an imminent cessation of work. Under these circumstances it has become the clear duty of the undersigned representatives of the employes to present the issues involved in the dispute to the employes themselves without further delay for an expression of their views through a strike ballot.

The dispute is one which involves not merely the question of whether the employe proposal is to be accepted in whole or in part, but whether the protective rules established through years of negotiation are to be impaired or completely wiped out as set forth in the counterproposal. If a satisfactory agreement settling the dispute cannot be concluded under the remaining procedures of the Railway Labor Act, the carriers will be free to put their counterproposal into effect unless the employes refuse to permit them to do so and are prepared to back that refusal with a cessation of work.

Every employe of any of the involved carriers, whether a member or a non-member, represented by any of the 16 Cooperating Railway Labor Organizations, is given an opportunity and urged to vote his views on the strike ballot.

It should be understood that the purpose of this strike ballot is to seek the honest conviction of the employes represented and involved. If such a majority, as required by the laws of the respective organizations, vote in favor of a strike and an acceptable settlement of this dispute cannot be secured otherwise, each employe, regardless of how he voted on the strike ballot, will strike when authority to do so is given by the properly constituted authority of the respective organizations.

It must be understood that no strike will occur until same is authorized by the properly constituted authority of the respective organizations. After the ballot attached hereto has been voted return it to the officer of your organization indicated below:

1. Shop Crafts—Return ballots to Fred N. Aten, President, Railway Employees' Department, Transportation Building, 608 South Dearborn Street, Chicago 5, Ill.
2. Clerks—Return ballots to Local Chairman of your lodge.
3. Maintenance of Way Employes—Return ballots to your General Chairman on your railroad.
4. Telegraphers—Return ballots to your General Chairman on your railroad.
5. Signalmen—Return ballots to C. L. Bromley, Grand Secretary-Treasurer, 503 Wellington Avenue, Chicago 14, Ill.
6. Masters, Mates and Pilots—Return ballots to W. J. Van Buren, Secretary-Treasurer, 15 Moore Street, New York 4, N. Y.
7. Marine Engineers—Return ballots to Samuel J. Hogan, President, 132 Third Street SE., Washington 3, D. C.
8. Longshoremen—Return ballots to your General Chairman.
9. Hotel and Restaurant Employees—Return ballots to George Brown, Vice President, 3806 South Michigan Avenue, Chicago 15, Ill.
10. Yardmasters—Return ballots to D. W. Dickeson, Secretary-Treasurer, 537

South Dearborn Street, Chicago, 5, Ill.

All ballots to be returned as above indicated not later than October 23, 1948.

Fraternally yours,

FRED N. ATEN, President, Railway Employees' Department, AFL.

JOHN PELKOFER, General President, International Brotherhood of Blacksmiths, Drop Forgers and Helpers.

CHAS. J. MACGOWAN, International President, International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

IRVIN BARNEY, General President, Brotherhood Railway Carmen of America.

J. J. DUFFY, International Vice President, International Brotherhood of Electrical Workers.

H. W. BROWN, International President, International Association of Machinists.

JAMES M. BURNS, General Vice President, Sheet Metal Workers' International Association.

GEORGE WRIGHT, Vice President, International Brotherhood of Firemen, Oilers, Helpers, Round House and Railway Shop Laborers.

GEORGE M. HARRISON, Grand President, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

T. C. CARROLL, President, Brotherhood of Maintenance of Way Employees.

G. E. LEIGHTY, President, The Order of Railroad Telegraphers.

JESSE CLARK, Grand President, Brotherhood of Railroad Signalmen of America.

C. F. MAY, President, National Organization Masters, Mates and Pilots of America.

SAMUEL J. HOGAN, President, National Marine Engineers' Beneficial Association.

JOSEPH P. RYAN, President, International Longshoremen's Association.

HUGO ERNST, General President, Hotel and Restaurant Employees and Bartenders International Union.

M. G. SCHOCH, President, Railroad Yardmasters of America.

G. E. LEIGHTY, Chairman, Employees' National Conference Committee.

OFFICIAL STRIKE BALLOT

The following ballot has been agreed to as the official strike ballot by the Sixteen Cooperating Railway Labor Organizations.

I have carefully read, or heard read, the Official Circular and this Ballot, and understand that the question involved is that of authorizing a strike and the fixing of the time therefor, in accordance with the laws of the respective organizations, for the purpose of securing an acceptable settlement of the pending issues: namely

A. Request for: 1. Revision of the workweek as follows:

(a) Establishment of a straight-time workweek of not in excess of eight hours per day. Monday through Friday, without reducing the amount to be paid for forty straight-time hours below the compensation now paid for a forty-eight hour straight-time workweek.

(b) Payment for all services on Saturdays at not less than time and one-half, and payment for all services on Sundays and holidays at not less than double time, with the allowance of a minimum of eight hours' compensation at the applicable overtime rate for any service on Saturdays, Sundays, and holidays.

2. A general increase of twenty-five cents an hour in all resulting basic wage rates.

B. Rejection of Carrier counter proposal as set forth in the circular.

FOR STRIKE _____ ☐

AGAINST STRIKE _____ ☐

(Vote by placing an "X" in square either for or against strike)

Signature _____

(Sign your full name here)

Address _____

(Street, city, and State)

Occupation _____

(Show your occupation on date you vote)

Carrier _____

(Full name of railroad or other carrier)

Member of _____

(Write in full name of organization)

Local Lodge or Division Number _____

Membership Number _____

If a nonmember so indicate by an "X" here _____ ☐

Owing to the large number of members involved it must be understood and agreed that the respective organizations will not be obligated to pay strike benefits.

APPENDIX D

EASTERN RAILROADS

Eastern railroads represented by the Eastern Carriers' Conference Committee in the handling of request of the 16 Cooperating Railway Labor Organizations for (1) 48 hours' pay for a 40-hour week; (2) overtime pay for Saturdays, Sundays, and holidays; and (3) general wage increase of 25 cents per hour as contained in notices served on the individual railroads on or about Apr. 10, 1948; also Carriers' proposals with respect to the same subject matter as contained in notices served by the individual carriers on their employees on or about same date

ORGANIZATIONS

1. Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees.
2. Brotherhood of Maintenance of Way Employees.
3. The Order of Railroad Telegraphers.
4. Brotherhood of Railroad Signalmen of America.
5. International Association of Machinists.
6. International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America.
7. International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
8. Sheet Metal Workers' International Association.

9. International Brotherhood of Electrical Workers.
10. Brotherhood Railway Carmen of America.
11. International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.
12. Hotel and Restaurant Employees and Bartenders International Union.
13. National Organization Masters, Mates & Pilots of America.
14. National Marine Engineers' Beneficial Association.
15. International Longshoremen's Association.
16. Railroad Yardmasters of America.

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

Railroads	Clerks 1	Maintenance-of-way employees 2	Telegraphers 3	Signalmen 4	Railway Employees Department A. F. of L.							Dining-car employees 12	Marine				Yardmasters 16
					Machinists 5	Boilermakers 6	Blacksmiths 7	Sheet-metal workers 8	Electrical workers 9	Carmen 10	Firemen and oilers 11		Masters, mates, and pilots 13	Marine engineers 14	Lighter captains 15a	I. L. A.—others 15b	
Akron and Barberton Belt R. R. Co.		x															
Akron, Canton & Youngstown R. R. Co.	x	x	x		x	x	x	x		x	x						
Ann Arbor R. R. Co.	x	x	(1)	x	x	x	x	x	(2)	x	x		x	x			
Baltimore & Ohio R. R. Co.	(3)	(2)	(3)	x	(4)	x	(5)	x	x	x	x		(2)	(2)		(2)	x
B. & O. Chicago Terminal R. R. Co.	x	x	x	x	x	x	x	x	x	x			x	x	x		x
B. & O. R. R. Co., New York Terminal Region																	
Bessemer & Lake Erie R. R. Co.	x	x	x	x	x	x	x	x		x	x						
Boston & Maine R. R.	x	x	x	x	x	x	x	x	x	x	x						x

EASTERN RAILROADS—Continued

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

Railroads	Railway Employees Department A. F. of L.											Marine				16	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15a		15b
	Clerks	Maintenance-of-way employees	Telegraphers	Signalmen	Machinists	Boilermakers	Blacksmiths	Sheet-metal workers	Electrical workers	Carmen	Firemen and oilers	Dining-car employees	Masters, mates, and pilots	Marine engineers	Lighter captains	I. L. A.—others	Yardmasters
New York, Chicago & St. Louis R. R. Co.	x		x	x	(25)	x	(25)	(25)	x	(25)	x						
New York Connecting R. R. Co.	x	x											x				
New York Dock Ry.	x												x				
New York, New Haven & Hartford R. R. Co.	x	x	x	x	(25)	(25)	x	(25)	(27)	(26)	x	(25)	x	x	x	x	x
Pennsylvania R. R. Co.	x	x	x	x	(32)		(32)					(25)			x		
Baltimore & Eastern R. R. Co.		x	x	x	x	x	x	(30)	(30)	x	x	x				x	
Long Island R. R. Co.	x	x	x	x	x	x	x	(30)	(30)	(33)	x	x					x
Pennsylvania Reading Seashore Lines	x	x	x	x	x	x	x	(33)	(33)	(33)	x	x					
Pittsburgh & West Virginia Ry. Co.		x	x		x	x	x	x	x	x	x	x					
Pittsburgh, Chartiers & Youghiogheny Ry.	x	x															x
Reading Co.	x	x	x	x	x	x	x	x	x	x	(31)	x	x	x			
Philadelphia, Reading & Pottsville Telegraph Co.			x														
Beaver Creek Water Co.																	
Staten Island Rapid Transit Ry. Co.	x	x	x	x	x	x	x	x	x	x	x			x			
Union Depot Co. (Columbus, Ohio)	x		x														
Union Freight R. R. Co. (Boston)	x																
Union Inland Freight Station (New York)	x																
Washington Terminal Co.	x	x	x	x	x	x	x	x	x	x	x						
Western Allegheny R. R. Co.		x															
Wheeling & Lake Erie Ry. Co.		x															
Lorain & West Virginia Ry. Co.	x	x	x		x	x	x	x	x	x	x						

¹ Ann Arbor: Includes purser radio operators employed on Lake Michigan car ferries and radio supervisor-operator, Frankfort, Mich., represented by The Order of Railroad Telegraphers.

² Ann Arbor: Includes telegraph linemen represented by the International Brotherhood of Electrical Workers.

³ B. & O.: Includes employees of the following properties represented by the Brotherhood of Railway and Steamship Clerks, etc.: Camden warehouse, Baltimore, Md.; Blue Line Transfer, Locust Point; Grain elevator, Terminal Storage Co., Washington, D. C.; Curtis Bay R. R.; Baltimore & Ohio warehouse, Cincinnati, Ohio; and B. R. & P. warehouse, Rochester, N. Y.

⁴ B. & O. Includes Strouds Creek & Muddlety R. R.

⁵ B. & O.: Includes Dayton & Union R. R.

⁶ B. & O.: Includes Cumberland Rolling Mill.

⁷ B. & O.: Philadelphia Harbor only.

⁸ C. R. R. of N. J.: Authorization also covers employees of the New York & Long Branch R. R.; Wharton & Northern R. R.; and Jersey Central Transportation Co.

⁹ C. R. R. of N. J.: Includes employees in the marine repair shop represented by the International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America; International Brotherhood of Blacksmiths, Drop Forgers & Helpers; and Sheet Metal Workers' International Association.

¹⁰ C. R. R. of N. J.: Includes employees in the marine repair shop and telegraph and telephone department represented by the International Brotherhood of Electrical Workers.

¹¹ D. L. & W.: Includes employees in the maintenance-of-way department represented by the Sheet Metal Workers' International Association and International Brotherhood of Electrical Workers.

¹² D. L. & W.: Includes employees in the marine shops represented by the Brotherhood Railway Carmen of America.

¹³ Erie: Includes employees represented by the Railway Employees Department, A. F. of L., at the Meadville Reclamation Plant; Jersey City Marine Shops; and Telegraph and Signal Department.

¹⁴ L. V.: Includes foremen, below the rank of general foreman, of these crafts in the maintenance-of-equipment department and in the telegraph and telephone department. Also includes employees at Jersey City Marine Shop and telegraph and signal Departments.

¹⁵ L. V.: Includes telegraph, telephone, and electrical construction and maintenance of all poles, line wires, and supporting structures in the maintenance-of-way department.

For the carriers:

(S) H. E. JONES.

CHICAGO, ILL., October 25, 1948.

¹⁶ N. Y. C. Full Line: Includes Grand Central Terminal.

¹⁷ N. Y. C.: Includes Federal Valley R. R.

¹⁸ NYC-Buffalo and East: Includes grain-elevator employees and employees of the Buffalo Stock Yards.

¹⁹ N. Y. C.—Buffalo and East: Includes Grand Central Terminal.

²⁰ N. Y. C.—Buffalo and East: Includes utility men.

²¹ N. Y. C.—Buffalo and East: Includes float bridgemen.

²² N. Y. C.—West of Buffalo: Includes train maids and dormitory car porters and utility men.

²³ Michigan Central: Includes train dispatchers.

²⁴ Boston and Albany: Includes railroad crossing police.

²⁵ N. Y. C. & St. L.: Includes employees in the maintenance-of-way department represented by the International Association of Machinists; International Brotherhood of Blacksmiths, Drop Forgers & Helpers; Sheet Metal Workers' International Association; and Brotherhood Railway Carmen of America.

²⁶ N. Y., N. H. & H.: Includes employees in the marine shop at Harlem River represented by the International Association of Machinists; International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America; Sheet Metal Workers' International Association; and Brotherhood Railway Carmen of America.

²⁷ N. Y., N. H. & H.: Includes employees in electric transmission and communication department represented by the International Brotherhood of Electrical Workers.

²⁸ N. Y., N. H. & H.: Includes station restaurant employees, grill car hostesses, and train salesmen represented by the Hotel & Restaurant Employees and Bartenders International Union.

²⁹ Pennsylvania: Covers chefs, cooks, waiters, pantry men, dish washers, kitchen boys and maids on Cape Charles-Norfolk ferries only.

³⁰ Long Island: Includes sheet metal workers and electricians (electric traction) in maintenance-of-way department.

³¹ Reading: Includes miscellaneous employees at Port Reading and Port Richmond represented by the International Brotherhood of Firemen and Oilers.

³² Pennsylvania: Indicates crafts, these crafts represented by Employees' National Conference Committee by authority of the Brotherhood of Railroad Shop Crafts of America, affiliated with Railway Employees Department, A. F. of L.

³³ Pennsylvania-Reading Seashore Lines: Indicates crafts, these crafts represented by Employees' National Conference Committee by authority of the Brotherhood of Railroad Shop Crafts of America, affiliated with Railway Employees Department, A. F. of L.

For the Employees:

(S) G. E. LEIGHTY.

WESTERN RAILROADS

List of Carriers as represented by the Western Carriers' Conference Committee, 1948, and their employees represented by the 16 Cooperating Railway Labor Organizations (listed below) in the matter of notices dated on or about Apr. 10, 1948, served upon various individual western railroads requesting 48-hours' pay for 40-hours' work, time and one-half for Saturday service, double time for Sunday and holiday service, and a general wage increase of 25 cents per hour, as specified in said notices: also, the Carriers' proposals with respect to the same subject matter served on or about Apr. 10, 1948, upon their employees represented by the organizations listed below

ORGANIZATIONS

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. International Association of Machinists. 2. International Brotherhood of Boilermakers, Iron Ship Builders & Helpers of America. 3. International Brotherhood of Blacksmiths, Drop Forgers and Helpers. 4. Sheet Metal Workers' International Association. 5. International Brotherhood of Electrical Workers. 6. Brotherhood Railway Carmen of America. 7. International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers. | <ol style="list-style-type: none"> 8. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. 9. Brotherhood of Maintenance of Way Employees. 10. The Order of Railroad Telegraphers. 11. Brotherhood of Railroad Signalmen of America. 12. National Organization of Masters, Mates and Pilots of America. 13. National Marine Engineers' Beneficial Association. 14. International Longshoremen's Association. 15. Hotel & Restaurant Employees and Bartenders International Union. 16. Railroad Yardmasters of America. |
|--|--|

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

Carriers	Machinists 1	Boilermakers 2	Blacksmiths 3	Sheet - metal workers 4	Electrical workers 5	Carmen 6	Firemen and oilers 7	Clerks 8	Maintenance of-way em- ployees 9	Telegraphers 10	Signalmen 11	Masters and mates 12	Marine engi- neers 13	Longshoremen 14	Dining-car em- ployees 15	Yardmasters 16
Alton and Southern R. R.	x	x	x	x		x	x	x			x					
Atchison, Topeka & Santa Fe Ry.	x	x	x	x	¹ x	x	x	² x		x	x	x	x		x	³ x
Gulf, Colorado and Santa Fe Ry.	x	x	x	x	¹ x	x	x	x		x	x				x	³ x
Panhandle & Santa Fe Ry.	x	x	x	x	¹ x	x	x	x		x	x				x	³ x
Belt Ry. Co. of Chicago	x	x	x	x	x	x	x	x	⁴ x	x	x					
Burlington-Rock Island R. R.	x	x	x	x	x	x		x	x	x						
Camas Prairie R. R.	x	x	x	x	x	x	x	x	x	x						
Chicago & Eastern Illinois R. R.	x	x	x	x	x	x	x	⁵ x	x	x	x				x	
Chicago & Illinois Midland Ry.	x	x	x	x	x	x	x	⁶ x	x	x	x				x	
Chicago & North Western Ry.	x	x	x	x	x	x	x	x	x	x	x					
Chicago & Western Indiana R. R.	x	x	x	x	x	x	x	x	x	x	x					
Chicago, Burlington & Quincy R. R.	x	x	x	x	x	x	x	x	x	x	x					⁷ x
Chicago Great Western Ry.	x	x	x	x	x	x	x	x	x	x	x				x	⁸ x
Chicago, Milwaukee, St. Paul & Pacific R. R.	x	x	x	x	x	x	x	x	x	x	x				x	⁸ x
Chicago, Terre Haute & Southeastern Ry.	x	x	x	x	x	x	x	x	x	x	x				x	⁸ x
Chicago, Rock Island & Pacific R. R.	x	x	x	x	x	x	x	⁷ x	x	x	x					x

WESTERN RAILROADS—Continued

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

Carriers	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Machinists	Boilermakers	Blacksmiths	Sheet - metal workers	Electrical workers	Carmen	Firemen and oilers	Clerks	Maintenance-of-way employees	Telegraphers	Signalmen	Masters and mates	Marine engineers	Longshoremen	Dining-car employees	Yardmasters
Minnesota Transfer Ry	x	x	x			x		x	x	x						x
Missouri-Kansas-Texas R. R.	24 x	x	x	26 x	27 x	x	x	x	x	x	x				x	
Missouri-Kansas-Texas R. R. Co. of Texas.	25 x	x	x	26 x	27 x	x	x	x	x	x	x				x	
Beaver, Meade & Englewood R. R.																
*Missouri Pacific R. R.	x	x	x	x	x	x	x	x	x	x	x	x	x		x	
Missouri-Illinois R. R.	x	x	x	x	x	x	x	24 x	x	x	x	x			20 x	30 x
Northern Pacific Ry	x	x	x	x	x	x	x	x	x	x	x					x
Northern Pacific Terminal Co. of Oregon	x	x	x	x	x	x	x	x	x	x	x					x
Northern Pacific R. R.	x	x	x	x	x	x	x	x	x	x						
Northwestern Pacific R. R.	x	x	x	x	x	x	x	x	x	x						
Ogden Union Railway & Depot Co.	x	x	x	x	x	x	x	x	x	x						x
Oregon, California & Eastern Ry																
Peoria & Pekin Union Ry	x	x		x		x	x	x	x	x						x
Port Terminal Railroad Association	x					x										
Pueblo Union Depot & R. R. Co																
St. Joseph Terminal R. R.																
St. Louis-San Francisco Ry	x	x	x	x	31 x	x	x	x	x	x	x				x	x
St. Louis, San Francisco & Texas Ry	x	x	x	31 x	x	x	x	x	x	x	x				x	x
St. Louis Southwestern Ry	x	x	x	x	x	x	x	x	x	x	x				32 x	
St. Louis Southwestern Ry. Co. of Texas.	x	x	x					23 x	x	x	x					
St. Paul Union Depot Co.	x	x		x	x			x	x	x	x				x	
San Diego & Arizona Eastern Ry	x	x	x	x	x	34 x	x	x	x	x	x	x	x		35 x	x
Southern Pacific Co. (Pacific Lines)	x	x	x	x	x	x	x	x	x	x	x	x	x		x	x
Spokane, Portland & Seattle Ry	x	x	x	x		x	x	x	x	x	x				x	x
Oregon Trunk Ry.	x	x	x	x		x	x	x	x	x	x				x	x
Oregon Electric Ry	x	x	x	x		x	x	7 x	x	x	x					x
Terminal Railroad Association of St. Louis					x	x										
Texasarkana Union Station Trust																
Texas & New Orleans R. R.	x	x		x	x	x	x	x	x	x	x				x	
Texas & Pacific Ry	x	x	x	x	x	x	x	x	x	x	x				x	
Abilene & Southern Ry																
Fort Worth Belt Ry																
Texas-New Mexico Ry																
Texas Short Line Ry																
Weatherford, Mineral Wells & Northwestern Ry																
Texas Mexican Ry	x	x	x	x	x	x	x	x	x	x						

Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans.....	X	X	X	X	X	X		X	X	X							
Union Pacific R. R.....	X	X	X	X	X	X	X	X	X	X	X					X	X
Union Railway Co. (Memphis).....	X	X	X	X	X	X	X	X	X								
Union Terminal Co. (Dallas).....	X	X				X	X	X	X	X	X						
Wabash R. R.....	X	X	X	³⁰ X	¹ X	X	X	X	X	X	X	X				X	X
Western Pacific R. R.....	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X

- ¹ Authorization includes telegraph and telephone linemen.
² Authorization includes employees in dining-car commissaries at Chicago and Los Angeles.
³ Authorization does not include agent-yardmasters or footboard yardmasters.
⁴ Authorization includes powerhouse employees and railway-shop laborers.
⁵ Authorization does not apply to positions of train mail clerks, covered by memorandum agreement dated Chicago, Apr. 12, 1946.
⁶ Authorization does not include employees at Wells St. Freight Station represented by Mr. C. H. Bier as general chairman of the "freight forwarding system board of adjustment."
⁷ Authorization includes redeaps.
⁸ Authorization includes shop laborers.
⁹ Authorization includes water-service employees.
¹⁰ Authorization includes telephone and telegraph maintainers.
¹¹ Authorization includes all employees covered by agreement effective Oct. 1, 1945, covering ore-dock employees. Authorization includes all employees covered by agreement effective Apr. 16, 1947, covering coal-dock employees.
¹² Authorization includes King St. Station.
¹³ Authorization includes linemen and helpers, powerplant inspectors, climbers and framers, maintainers and helpers, load dispatchers.
¹⁴ Authorization includes ore-dock foremen and other ore-dock employees. Authorization includes clerical, station, and store employees at King St. Station, but does not include employees in the kitchen, restaurant, and news stands at King St. Station covered by agreement effective Jan. 1, 1947.
¹⁵ Authorization includes electrical workers.
¹⁶ Authorization includes linemen.
¹⁷ Authorization does not include Illinois Central System hospital-department employees covered by agreement effective July 11, 1939.
¹⁸ Authorization does not include carmen, helpers and their apprentices represented by Brotherhood Ry. Carmen of America on C. & I. W. R. R. (agreement Dec. 8, 1934).
¹⁹ Authorization does not include powerplant employees, roundhouse and shop laborers represented by International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Shop Laborers at I. C. Hospital (agreement Oct. 1, 1942). Authorization does not include watchmen, deck hands and, firemen on steamer "Pelican," represented by International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Shop Laborers (agreement July 1, 1939).
²⁰ Authorization does not include clerical workers, machine operators, and other designated office and station employees and laborers, represented by Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on C. & I. W.

For the Carriers:

CHICAGO, October 21, 1948.

R. R. (agreement effective June 23, 1922, revised Sept. 1, 1927, applicable on C. & I. W. R. R. as of Aug. 1, 1936).

²¹ Authorization does not include track-department employees in Maintenance of Way department represented by Brotherhood of Maintenance of Way Employees on C. & I. W. R. R. (agreement effective Sept. 1, 1934, reprinted June 1, 1945, applicable on C. & I. W. R. R. as of Sept. 1, 1937). Authorization does not include track, B. & B. and paint department employees; and pumpers, watchmen, gatemen, etc., in Maintenance of Way department represented by Brotherhood of Maintenance of Way Employees on P. & I. R. R. (agreement Apr. 1, 1944).

²² Authorization does not include signal foremen, signalmen, signal maintainers, assistant signalmen, assistant maintainers, and signal helpers represented by Brotherhood of Railroad Signalmen of America on P. & I. R. R. (agreement Apr. 1, 1944).

²³ Authorization does not include chefs, cooks, waiters, waitresses, bus boys, etc., represented by Dining Car Employees' Union, Local 351, in I. C. restaurant (agreement Sept. 1, 1942). Authorization does not include platform service vendors, represented by Dining Car Employees' Union, Local 351, applicable to PSE (I. C. R. R. CO.) (agreement Nov. 1, 1945).

²⁴ Authorization includes telegraph and signal maintainers.

²⁵ Authorization includes scale mechanics.

²⁶ Authorization includes water and plumbing service mechanics.

²⁷ Authorization includes road electricians (communications department).

²⁸ Authorization includes ore-dock employees and timber-treating-plant employees.

²⁹ Authorization applies only to employees covered by the agreement between the Northern Pacific Ry. and Dining Car Employees Union, Local 516, effective Mar. 1, 1941.

³⁰ Authorization excludes general yardmaster positions specified in rule 1 (B) of agreement effective Mar. 1, 1945. This authorization includes general yardmasters, assistant general yardmasters and yardmasters employed by King St. Station covered by agreement between the Northern Pacific Ry. and Railroad Yardmasters of America, effective Mar. 1, 1945.

³¹ Authorization includes coal tippie operators and T. & T. department electrical workers.

³² Authorization includes camp-car cooks.

³³ Authorization does not include employees in concessions department, i. e., kitchen, restaurant, fountains and newsstands, who are covered by agreement between the St. Paul Union Depot Co. and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective Dec. 1, 1943.

³⁴ Authorization includes laundry workers and seamstresses.

³⁵ Authorization includes train bartenders represented by Bartenders Union, Local 41.

³⁶ Authorization includes water-service repairmen.

*Trusteeship subject to approval of court.

For the Organizations:

SOUTHEASTERN RAILROADS

Which have authorized their representation by the Southeastern Carriers' Conference Committee, 1948, in the matter of proposals for so-called 40-hour week with pay therefor on basis of 48 hours, for time and one-half for service performed on Saturday, for double time for service performed on Sunday and holidays, and for increase in rates of pay submitted on behalf of certain employee groups on Apr. 10, 1948, and proposals for revision and/or elimination of certain rules or practices, and for certain additional rules submitted by such railroads to certain employee groups between Apr. 16 and May 7, 1948

[Authority is co-extensive with the provisions of current schedule agreements with the employee groups indicated by (x) and on behalf of which and to which such proposals were submitted]

[illegible]

Cincinnati Burnside & Cumberland River.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cincinnati New Orleans & Texas Pacific.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Georgia Southern & Florida.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Harriman & Northeastern.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
New Orleans & Northeastern.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
New Orleans Terminal.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
St. Johns River Terminal.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Virginia.....	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

- * In trusteeship. Any commitment on its behalf is subject to court approval.
- * Includes State University R. R.
- * Includes Woodstock & Blocton Ry.

A. J. BIER,
For the Railroads.

SEPTEMBER 17, 1948

G. E. LEIGHTY,
For the Organization.