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Report

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

APPOINTED APRIL 9, 1949
BY EXECUTIVE ORDER 10050
PURSUANT TO SECTION 10
OF THE RAILWAY LABOR ACT

To investigate the facts as to a dispute between the Railway Express Agency, Inc., a carrier, and certain of its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees

(NMB Case A–3006)

WASHINGTON, D. C.

MAY 6, 1949

(No. 73)

LETTER OF TRANSMITTAL

WASHINGTON, D. C., *May 6, 1949*

THE PRESIDENT,
The White House.

MR. PRESIDENT: The Emergency Board appointed by you on April 9, 1949, under Executive Order 10050, pursuant to section 10 of the Railway Labor Act, to investigate a dispute between the Railway Express Agency, Inc., and certain of its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted.

DAVID L. COLE, *Chairman.*
AARON HORVITZ, *Member.*
LEVERETT EDWARDS, *Member.*

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Report of Emergency Board No. 73 appointed April 9, 1949, by the President pursuant to section 10 of the Railway Labor Act, to investigate the facts as to a dispute between the Railway Express Agency, Inc., a carrier, and certain of its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees

I. INTRODUCTORY STATEMENT

The employer involved in this dispute is the Railway Express Agency, Inc., and the labor organization is the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. For convenience they are referred to as the agency and the organization in this report. The agency operates its well known express service throughout the United States and elsewhere; its stock is owned by some 70 railroads and it is generally regarded as the express department of the railroad industry. It employs approximately 66,000 people of whom about 59,000 are platform men, clerks, accountants, vehicle employees, and others involved in this proceeding. The vehicle employees constitute about one-third of all employees and two-thirds of these are represented by the Brotherhood of Railway Clerks. About 6,800 of them located principally in 8 large cities are represented by the International Brotherhood of Teamsters and of these about one-half are in the New York City department of the agency.

On April 30, 1948, the organization gave its 30-day notice of desire to change certain rules of the working agreement with the agency. This was in the form of a letter to which was attached a memorandum showing the specific changes sought. The agency replied on May 4, 1948, making certain counterproposals, also attaching a memorandum. The letters are annexed hereto and are designated as appendix A and appendix B, respectively. The memoranda are not reproduced because in the course of the hearings most of the requests and counterproposals for rules changes were withdrawn.

Conferences between the parties were held May 28 through June 11, 1948, and again on October 27 and 28, 1948. The services of the National Mediation Board were invoked on November 4, 1948, and were terminated on March 31, 1949.

On April 9, 1949, the President made his Executive order creating this Emergency Board and on the same day appointed the undersigned as its members. Appendix C, annexed, is a copy of the Executive order. The Board met on April 12, 1949, outlined its procedures, selected Ward & Paul as its official reporter, and named David L. Cole, chairman.

To understand the difficulties which have kept the parties apart, it is necessary to know about certain intervening events. The organization's requests, stripped of those withdrawn, are in the main to have a 40-hour workweek and a general wage increase. The organization urges that the wage increase be larger than the 7 cents given by the railroads because of circumstances to be discussed later, and that it have certain rules changes beyond those made in the railroad agreement on the theory that the 40-hour week calls for such additional changes in this industry. It also seeks improved vacation benefits.

Nevertheless, this is principally a 40-hour week dispute. Since 1940 the workweek of these employees has been 44 hours, as against 48 for the railroads' nonoperating employees. The railroad employees served their notices on April 10, 1948. The requests and the carriers' counterproposals were very similar to those made some 3 weeks later by the organization and the agency on each other. In the railroad case the requests were made through their 16 labor organizations, of which the Brotherhood of Railway Clerks was one of the largest. On March 8, 1948, the agency, following recommendations made by an Emergency Board (the Meyer Board), had instituted a 40-hour work week for its vehicle employees in its New York City department who are members of the International Brotherhood of Teamsters. The nonoperating railroad case resulted in a report of an Emergency Board (the Leiserson Board) on December 17, 1948, which recommended that a 40-hour week, with prior earnings maintained, be established as of September 1, 1949, and a general wage increase of 7 cents per hour be granted retroactive to October 1, 1948. In the meantime, on April 30, 1948, another Emergency Board (the Lapp Board) had recommended that the demand for a 40-hour week of the agency's vehicle employees outside New York represented by the Teamsters Union be denied, calling attention to the demands of the nonoperating railway employees then pending, and stating in substance that whatever changes might result from that case would in keeping with past experience be extended promptly to all employees of the agency including vehiclemen.

After the report of the Leiserson Board in the railroad case, disputes arose between the carriers and the 16 labor organizations over the manner of putting the shorter workweek into effect, the differences being principally over the staggering of the workweek and the splitting of days of rest. The members of that Emergency Board were called into the negotiations and acted as mediators, interpreters, and finally as arbitrators, after which on March 19, 1949, an agreement was consummated in Chicago spelling out in considerable detail the nature of the 40-hour week, the manner in which rest days should be allotted, and other related matters. Before the Chicago agreement was completed, however, the agency entered into an agreement on January 28, 1949, with its vehiclemen outside New York represented by the International Brotherhood of Teamsters providing for a 40-hour staggered workweek to become effective on September 1, 1949. In several particulars this agreement differs from the Chicago agreement, and when it was offered to the organization by the agency it was rejected.

Early in March 1948 a situation developed in New York the outcome of which was that on March 8 the agency abolished all jobs in New York, declared an embargo on New York shipments and shut down its local operations there. This continued until April 14 when the Board members succeeded after 2 days of mediation in persuading the parties to enter into an agreement under which work was resumed on April 18, 1949. A copy of this agreement is annexed hereto as appendix D.

The formal hearings before this Board were held in Washington from April 18 through May 2, 1949. The appearances on behalf of the parties are indicated in appendix E, attached. The transcript contains over 1,300 pages, and 38 exhibits were received in evidence.

The issues remaining in the case in the order in which they are discussed in this report are these:

1. The 40-hour workweek in general.
2. The general wage increase.
3. Vacation benefits.
4. Rules revisions necessary to implement the 40-hour week:
   - (*a*) In general.
   - (*b*) Train service and over-the-road truck service.
   - (*c*) Short-hour employees (addendum A).
   - (*d*) Maintenance of earnings.
5. The effective date:
   - (*a*) In general.
   - (*b*) In the New York area.

II. THE ISSUES

A. The 40-hour workweek in general

This Board is in full accord with the views expressed by the Leiserson Board on December 17, 1948, with regard to the merits of the request for a 40-hour workweek in the railroad industry. The agency is conceded to be part of the railroad industry, having been referred to by its counsel as the express department of the railroads. In one particular after another in its labor relations, boards have identified it with the nonoperating activities of the railroads and have applied practically identical treatment.[1] In fact, in one instance an Emergency Board looked ahead to the solution to be found of the shorter workweek problem in the then pending non-operating employees' case as applicable automatically to the Agency's employees who are represented by the Brotherhood of Railway Clerks.[2] Moreover, the agency has inaugurated the 40-hour workweek for its vehicle employees in New York and has agreed to a similar arrangement for other vehiclemen starting September 1, 1949.

It is the Board's view that no case against the establishment of a 40-hour week similar to that agreed upon by the railroads and their nonoperating employees could be made out by the Agency. The practice of treating its employees as nonoperating railway employees is too firmly entrenched to permit such opposition.

The only debatable question is whether there are real differences in operating conditions which call for treatment along different lines from those carefully worked out in the March 19, 1949, Chicago agreement on the railroads.

In approaching this problem, which is squarely met as the various requests for rules changes are considered, the Board is convinced that there is a strong presumption in favor of applying the provisions of the Chicago agreement to this express situation. The objections raised by the agency on the ground that its operations are to a degree continuous in nature and that it has duties to the public were precisely those raised by the railroads. It is perfectly apparent that the railroads face all these problems and probably in a more aggravated and complicated form. Nevertheless, they have agreed on how to adjust the workweeks of their employees. The measures included in their agreement seem to be adequate to allow deviations from fixed work schedules. Being so convinced the Board will ex-

[1] See reports of the following Emergency Boards: Morse (1941), p. 11; Sharfman (1943), p. 13; Woolley (1946), p. 7; Lapp (1948), p. 7; Edwards (1947).

[2] Lapp Board report, April 30, 1948, p. 21.

amine most critically each request for a rules change different in any respect from that made in the nonoperating-railroad case.

On the other hand, the Board recognizes that the impact of change to the type of workweek evolved in the Chicago agreement will be serious. The transition unfortunately is being made at a time when the agency's volume of business is sharply declining, and if it were not for the traditional and direct tie-up with the railroad industry some softening devices might be sought. This suggests that this proceeding be confined to its major purpose, which is to establish the railroad type of 40-hour week in the express industry, and to make deviations only on a strong and clear showing of unusual conditions. Accordingly, requests not essential for that purpose, however meritorious they would be in a different framework, should not, in the Board's judgment, be pressed at this time, and the recommendations of the Board follow this line.

Finally, the Board has had to decide whether it should write out in detail the rules to be added or changed in the agreement of the parties. It has decided to set up guideposts as clearly as possible but to leave the matter of precise wording to the parties themselves. It does so for two reasons: (1) It is duty of the parties, under the Railway Labor Act, "to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions";[3] and (2) the parties are much better qualified to do so than this Board.

B. The general wage increase

In April 1948 identical requests were made for a 25-cent-per-hour increase by the nonoperating employees on the railroads and by the Brotherhood of Railway Clerks on the agency. In the railroad case the Emergency Board recommended 7 cents effective as of October 1, 1948, and the parties adopted this recommendation in their Chicago agreement of March 19, 1949. The employees in the present case insist that they are entitled to at least 2 cents more, or 9 cents, because in 1944, during the period of wage stabilization, they received in lieu of overtime 2 cents less than the railroad employees received, due to the fact that they were working 4 hours less per week. The organization claims that this constitutes an inequity of 2 cents which should be corrected.

In this proceeding the major purpose of which is to have the changes in working conditions in the express industry conform to those in the

[3] U. S. Code, title 45, ch. 8, sec. 2, first.

railroad industry, this contention does not make a strong appeal. It is true, as the Leiserson Board observed, that these "in lieu of" premiums have become a part of the permanent wage structure, but by the same token the 2 cent difference which is now 5 years old has been passed by in several wage adjustment movements and was not deemed of sufficient weight to merit a larger wage request by these employees than was made by the nonoperating employees last April, and the Board is not impressed with the need of deviating from the pattern of the Chicago agreement on this score.

C. Vacation benefits

The employees involved in this case now receive paid vacations of 1 week after 1 year of service and 2 weeks after 5 years. They propose that this be enlarged to eight working days of vacation after 1 year, ten days after 2 years, and 15 days after 3 years, relying on the general liberalization which is found in other industries in recent years, pointing particularly to the local transit industry.

At one time the express employees led the way for railroad nonoperating employees in the matter of vacations. Later, however, after the nonoperating employees, and the vehiclemen in New York City, had obtained the present vacation rule, the employees in this case requested similar treatment, and as of January 1, 1947, it was accorded to them by the agency. The case for similarity of working conditions and of changes in working conditions as between the express employees and the nonoperating railway employees is much too strong to warrant departures except on a clear and convincing showing of special circumstances. This view finds additional support in the fact that the Brotherhood of Railway Clerks represents one of the largest segments of the nonoperating employees and therefore has a strong voice in the negotiations and procedures in which working conditions on the railroads are settled.

In line, then, with the main purpose of this proceeding as the Board conceives it; namely, to have the changes in working conditions of the express employees conform to those made in the railroad industry, the vacation request of the organization should not be granted.

D. Rules revisions necessary to implement the 40-hour week

(1) IN GENERAL

There is a strong presumption in line with the reasoning already stated, in favor of applying the terms and conditions under which the

shorter workweek was put into effect by the Chicago agreement. It may be noted that if the practices of the railroad employees are to serve as a pattern for the express employees, our inquiry should be as to their working conditions and not as to the general findings or recommendations made by the Emergency Board prior to the consummation of the Chicago agreement. It is significant that certain views which the agency holds as to the meaning of the recommendations of the Leiserson Board were similarly expounded and maintained by the carriers in Chicago. Subsequently, however, the members of that Board were recalled and after many weeks of negotiations and mediation, the Board members were constituted in effect an arbitration board, and having been fully apprised of the disputed views held by the two sides and of the operating problems faced by the carriers in their great varieties of functions, finally wrote the principal provisions of the agreement on the subject of the type and nature of the workweek, days of rest, and other related items. This should effectively put at rest all contentions over the meaning or construction of the recommendations of that Emergency Board.

Operating problems similar to those present in the express industry had to be solved by the railroads, and of a more complex nature; nevertheless, it was found that article II and its several subdivisions were adequate to meet those problems. This Board has concluded that it should recommend the incorporation of all the applicable provisions of that article into the agreement between the parties to this dispute. It will remain for the parties to conform these provisions to the form necessary in their agreement with respect to section numbering, references to other parts of their agreement and the appropriate designations of parties, and perhaps in other formal respects.

It may be well to observe in passing that a tabulation of the number of men or number of hours worked on specific days is not necessarily conclusive proof that a similar number of men or hours will have to be worked on such days hereafter. Before the 5-day workweek was inaugurated in any industry, the record of previous operations would undoubtedly show that people were employed on more than 5 days. The real question is whether arrangements may not be made to have the work done on some other basis. Apparently, according to the testimony of the employer, such arrangements were found to be possible when the workweek in the express industry was reduced from 48 hours to 44, and again with its vehicle employees in New York when their workweek was reduced to 40 hours.

The matter of costs is always of some consequence in considerations of the character faced in this case. The Board is not convinced, however, on the basis of the findings of the Leiserson Board and of the evidence offered here that every hour lost by decreasing the workweek will have to be replaced. This was not found to be necessary with respect to the vehicle employees in New York, according to the evidence offered by the agency. In 1932 the Interstate Commerce Commission found that if the workweek on the railroads were reduced only two-thirds of the hours lost would have to be replaced. It also appears that, measured in terms of shipments handled, work has been less productive on Saturdays than on other workdays. To the extent of course that work may be compressed into a shorter workweek, the payment of the same weekly wages does not represent an increase in cost.

This must not be taken to imply that it is the Board's opinion that the conversion to a 40-hour workweek may be made without substantial cost on the part of the agency. The Board is aware, however, that the agency is in financial effect a joint facility or arm of the railroad industry and that there are other branches of that industry which, standing alone, are also unprofitable. Nevertheless, the downward trend of business and the upward trend of costs serves as a deterrent against the granting of expensive changes not essential to the establishment of the 40-hour workweek.

(2) TRAIN SERVICE AND OVER-THE-ROAD TRUCK SERVICE

These are monthly rated positions with monthly hours of 190, overtime for hours between 190 and 205 being paid at pro-rata rates, and above 204 at time and a half. The parties are in agreement that an adjustment to a 40 hours per week basis requires a reduction of the monthly hours to 170 but they are in dispute over the payment of punitive overtime rates.

Little or no evidence was offered to demonstrate whether the work of these employees can be done in 170 hours per month nor as to the average number of hours now worked. If the use of punitive rates may not serve to discourage overtime work, which is the purpose of such rates generally, this Board would decline to recommend such rates. The only information which the Board has for its guidance is that when the work month was reduced from 204 hours to 190 the parties agreed that punitive rates should go into effect only when the hours worked exceeded 204, from which the Board infers that a certain

amount of work over 190 hours was anticipated. In a modified sense, this also suggests a pattern which the parties themselves have established. Not knowing whether the work can be compressed into 170 hours per month, the Board cannot recommend that punitive rates be paid for all work above 170, but believes that the equitable solution would be to have pro-rata rates paid for work above 170 hours up to 190, and for all hours above 190 a month to require the payment of time and a half.

The organization proposes that certain restrictions be imposed on the work done by these employees and that numerous changes be made in the rules applicable to over-the-road employees to have their working conditions match those of the train service employees. Some of the proposals would result in establishment of guarantees where there are none now. The Board regards it as significant that the rules for over-the-road employees have been in effect without change since 1937. The Board's conviction is that this proceeding should not be the occasion for curing ills, if such they be, from which the employees feel they have suffered for many years and through numerous rule changes unless such corrections are necessarily a part of the 40-hour workweek program. At a time when a major change of this character is being made, one is not easily persuaded at the same time to have numerous other readjustments which will be costly and troublesome put into effect.

(3) SHORT-HOUR EMPLOYEES (ADDENDUM A)

Addendum A, which is part of the Scope rules of the agreement, permits the employment of a limited number of so-called short-hour employees. The rule was written for the parties by an arbitration board in 1931. It was recognized that the employment of a certain number of short hour employees was then necessary and at the same time it recognized the need of restricting their number as much as possible. When that rule was written into the agreement, there were as many as 25 percent of all employees on this short-hour basis. Over the years through local agreements entered into by the general chairmen and the management, the number of such positions authorized has been steadily reduced and the number of employees actually used has been kept at a point considerably below the authorized figure. The average number of such employees used has declined constantly until the low point was reached in 1948, when they averaged only 872 for the entire country, which is only 1.3 percent. In a number of

the larger cities no short-time employees have been used in recent years, including the New York area where 23 percent of the total traffic is handled. When this provision was written 18 years ago, it was believed such employees were essential for filling in at peak hours. As observed, however, their use has been so narrowed as to make their importance almost negligible. They are protected under Addendum A to the extent that they are guaranteed a minimum of 4 hours' pay each day and if they work 6 hours or more are guaranteed a full day's pay. The evidence shows that where they are employed they average slightly less than 6 hours of work per day.

In the process of regularizing the hours of employment in the express industry it seems appropriate under all the circumstances to give favorable consideration to the request of the Organization that this trifling group of employees be placed on the same basic day as that which the other 99 percent have. It will create a burden of very little consequence to the agency, and it will be in keeping with the general movement and at the same time avoid needless complaints if the provision is eliminated.

(4) MAINTENANCE OF EARNINGS

In both the nonoperating-railroad case and in the express case the employees requested the establishment of a 40-hour week with their prior earnings maintained. In the Chicago Agreement the wage rates were increased by 20 percent to accomplish this, but in the present case 10 percent would suffice because the current workweek is only 44 hours. The Organization urges that on the adjustment the rates here be raised by 10 percent plus 7½ cents per hour to compensate the employees for a disparity in the increases enjoyed by the railroad employees over the express people since 1940, arising out of the fact that in the express industry the 44-hour week has been in effect since that year. Wage increases of the railroad group since 1940 are now being raised by 20 percent on the conversion to the 40-hour week, and the total of all increases over the period to and including September, 1949 will be greater for the railroad workers by 7½ cents.

This proposal clearly goes beyond the Chicago agreement and is contrary to the theory that when the workweek is shortened prior earnings should be preserved. The recapture of amounts necessary to reestablish relative earnings positions of former years does not seem to the Board to be appropriate in this proceeding.

E. The effective date

(1) IN GENERAL

There is no serious dispute between the parties that the effective date of the 40-hour week in all places but the New York area should be the same as in the railroad nonoperating case; namely, September 1, 1949.

(2) IN THE NEW YORK AREA

The organization urges strongly that the effective date of the 40-hour week in the New York City department of the agency be as soon as possible and in any event before September 1, 1949. The agency opposes this suggestion most earnestly, contending that if an earlier effective date is used in New York the reactions and disturbances in other places will be serious, and that to discriminate in favor of New York would amount to rewarding the New York employees for their breach of the agreement in March when the company alleges it was compelled to discontinue operations in New York for a period of some 5 weeks. The agency also maintains that its agreement with the organization is national in scope and does not provide for differential treatment of employees in any one locality and, moreover, that the formal requests of the organization have not specified any different treatment for the New York employees.

The difficulty arises from the fact that since March 8, 1948, the vehiclemen employed in New York who are members of the Brotherhood of Teamsters have been on a 40-hour workweek, pursuant to the recommendations of the Meyer Emergency Board. Other vehiclemen in seven other cities who are members of the Teamsters Union have by their agreement made on January 28, 1949, accepted an arrangement similar to that in New York, but effective September 1, 1949. The platform men and others employed in New York, who are represented by the Brotherhood of Railway Clerks, work alongside of the vehicle employees, yet they must work four more hours per week. This has created a situation against which these other employees in New York rebelled in March.

We have, therefore, the question of balancing two groups of factors. Opposed to the request of the organization are these factors: The railway employees in general will not have the 40-hour workweek until September 1, 1949; all other employees of the agency will likewise not have the shorter workweek until September 1, 1949; allowing the minimum reasonable amount of time to plan the necessary re-sched-

uling will bring the effective date very close to September 1, 1949, in any event; and, finally, if the New York employees are favored there is danger of resentment on the part of all the employees who will not have the shortened workweek until a later date. On the other hand, the teamsters in New York City have had this shorter workweek for over a year, and all other employees in New York have been resentful because of the discrimination; employees outside New York, including even the teamsters, have accepted the fact of the 40-hour week for New York teamsters without apparent discontent.

The organization asserts that the employees whom it represents outside of New York recognize the discrimination under which the New York people are now suffering and will be willing to wait until September 1 for their shorter workweek, even if the New York employees attain it earlier.

The problem is a perplexing one but it seems to the Board, on balancing all the factors, that it would be unwise to deviate from the pattern of the Chicago agreement and from the established national pattern always followed in the past for the sake of gaining at most 2 months' advantage over all other express and railway non-operating employees.

III. FINDINGS AND RECOMMENDATIONS

The Board finds and recommends:

1. *With respect to the shorter workweek.*—(*a*) That effective September 1, 1949, the agency establish for all employees represented by the organization, except those employed on a monthly basis, a workweek of 40 hours similar to that established by the railroads for their nonoperating employees under the provisions of the Chicago agreement made on March 19, 1949, which agreement is contained in employees' exhibit No. 5, and that the work months of employees who are on a monthly basis be adjusted in accordance with the rules revisions set forth below.

(*b*) That to maintain present earnings in connection therewith all basic rates of pay now in effect; i. e., exclusive of the general increase recommended below, be increased by 10 percent to provide the same basic earnings in 40 hours of work as are now paid for 44 hours, and that all monthly rates be adjusted accordingly to provide the same monthly earnings in the shortened work month as are now paid for the longer work month.

(*c*) That the effective date of the foregoing in all places, including the New York area, be September 1, 1949.

2. *With respect to the general wage increase.*—That the basic rates of pay of all the employees here involved be raised by seven cents per hour effective as of October 1, 1948.

3. *With respect to vacations.*—That the request of the organization for increased vacation benefits be withdrawn.

4. *With respect to rules revisions necessary to implement the 40-hour week.*—(*a*) That the parties incorporate into their agreement, eliminating or modifying existing provisions in conflict therewith, the following provisions contained in the nonoperating-railroad agreement of March 19, 1949, known as the Chicago agreement, the parties to conform these provisions to the form necessary in their agreement with regard to section numbering, references to other parts of their agreement, the appropriate designations of parties, and in other necessary formal respects:

ARTICLE II. THE 40-HOUR WEEK

SECTION 1

NOTE.—Definitions of positions and work:
(*a*) General.
(*b*) Five-day positions.
(*c*) Six-day positions.
(*d*) Seven-day positions.
(*e*) Regular relief assignments.
(*f*) Deviation from Monday–Friday week.
(*g*) Nonconsecutive rest days, including subparagraphs (1) to (8), inclusive.
(*h*) Rest days of extra or furloughed employees.
(*i*) Beginning of work week.
(*j*) Sunday work.
(*k*) Bulletin rule.

SECTION 2

(*a*) Maintenance of earnings—changing the expressions "20%" to "10%" and "48 hours pay" to "44 hours pay."

(*b*) Weekly and monthly rated employees—first two paragraphs, changing in first paragraph figures "48" to "44", and in second paragraph changing figures "169⅓" to "170," and "204" to "190" or to such other figure as will accord with existing monthly work schedule.

SECTION 3

(*a*) Overtime provisions.
(*b*) Service on rest days.
(*c*) Call rules.
(*d*) Holidays.
(*f*) Guarantees—adding at the end thereof: "except to the extent that this provision is affected by the elimination of addendum A."

(*i*) Work on unassigned days.

(*j*) Basic day—except that the number of daily hours shall be changed to eight where now different.

(*b*) That the parties make such additional changes in their existing rules as are set forth in Appendix F, annexed hereto.

(*c*) That the provisions of the agreement relating to employment of short-hour employees, known as Addendum A, be eliminated.

5. *With respect to other requests.*—That all remaining requests not herein dealt with be withdrawn.

Respectfully submitted.

DAVID L. COLE, *Chairman.*
AARON HORVITZ, *Member.*
LEVERETT EDWARDS, *Member.*

APPENDIX A

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES,
April 30, 1948.

Mr. A. M. HARTUNG,
Vice President of Personnel, Railway Express Agency, Inc.,
230 Park Avenue, New York, N. Y.

RULES REVISIONS

DEAR MR. HARTUNG: Pursuant to the requirements of sections 4 and 6 of the agreement signed at Washington, D. C., January 16, 1944, establishing a basic 40-hour workweek, Rule 100 of our Working Agreement dated October 1, 1940, and the Railway Labor Act, amended, please consider this letter as the usual and customary thirty (30) day notice of our desire to change certain specified rules of our working agreement in the manner and to the extent indicated in the memorandum of proposed changes attached hereto and made a part hereof.

We further desire that these proposed rules changes and the increase in rates to pay hereinafter specified be made effective thirty (30) days after date of this notice and be made applicable to all employees represented by our organization.

After making the adjustments for changes in basis of compensation provided for in our rules revision proposal, increase all resulting rates of pay by the addition thereto of twenty-five (25) cents per hour, this increase to be applied to all methods of payment so as to give effect to the requested increase of twenty-five (25) cents per hour.

It is our desire that conferences on this notice be held at the earliest practicable date and in any event prior to May 30, and that you, within ten (10) days after receipt of this notice, suggest a date, time and place for this conference.

Your early acknowledgment and advice will be appreciated.

Yours very truly,

[S] ROBERT MORGAN,
Vice Grand President.

APPENDIX B

RAILWAY EXPRESS AGENCY, INC.,
230 Park Avenue, New York, N. Y., May 4, 1948.

Mr. ROBERT MORGAN,
Vice Grand President, Brotherhood of Railway Clerks,
Court and Vine Streets, Cincinnati 2, Ohio.

DEAR SIR: This is to acknowledge receipt of your letter of the 30th ult. giving notice of your desire to change certain specified rules in our Working Agreement in the manner and to the extent indicated in that memorandum of proposed changes attached thereto and increase all resulting rates of pay by the addition thereto of 25 cents per hour.

Discussion of your proposals to change the existing agreement so as to provide in general 44 hours' pay for a 40-hour week, overtime for work in excess of 8 hours per day, time and one-half for Saturdays, double time for Sundays and holidays, and a general wage increase of 25 cents per hour, must necessarily include concurrently therewith discussion of revision or elimination of all existing rules and practices which are affected thereby. Accordingly you are hereby notified of the desire of this company to change or eliminate existing rules and practices which are affected by your proposals, including, but not limited to the following:

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

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 affect the starting time for employees.

Modification of those with respect to rest and relief days.

Reduction in all monthly and weekly rates to conform to any reduction in the basic work week.

Elimination of all daily, weekly or monthly guarantees.

Elimination of all monthly and weekly rates and substitution of hourly rates.

Change of vacation rolls to provide for reduction in vacations of employees in proportion to any reduction in the basic work week.

Adjustment of increase in lieu of overtime set forth in Sections 4 and 6 of agreement signed at Washington, D. C., January 18, 1944.

We hereby give notice under the provisions of our existing agreement and in accordance with the provisions of the Railway Labor Act of intended changes in

the agreement affecting rules and working conditions which we desire to have made effective in the manner set forth in the memorandum attached hereto effective 30 days after the date of this notice.

I suggest that conferences to consider your proposals and ours be had at this office on May 28, 1948, at 10 a. m.

Very truly yours,

[S] A. M. HARTUNG.

APPENDIX C

EXECUTIVE ORDER

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

WHEREAS a dispute exists between the Railway Express Agency, Inc., a carrier, and certain of its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, a labor organization; and

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

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a large section of the country of essential transportation service:

NOW, THEREFORE, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160), I hereby create a board of three members, to be appointed by me, to investigate said dispute. No member of the said board shall be pecuniarily or otherwise interested in any organization of employees or any carrier.

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

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

(S) HARRY S. TRUMAN.

THE WHITE HOUSE,
April 9, 1949

APPENDIX D

MEMORANDUM OF AGREEMENT BETWEEN RAILWAY EXPRESS AGENCY, INCORPORATED AS "EMPLOYER" AND EMPLOYEES THEREOF REPRESENTED BY THE BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES AS "ORGANIZATION"

Witnesseth that:

(1) All employees of the Agency in the five boroughs of New York City, Hudson County, N. J., and all of Long Island, who are represented by the organization will be restored to work in the positions which they held on March 8, 1949, starting 12:01 a.m. Monday, April 18, 1949, and their relationships with the agency thereafter will be in accordance with the rules agreement between the agency and the organization.

(2) All claims of employees of the agency wherever located, represented by the organization, arising out of the interruption of work from March 8 to April 17, 1949, inclusive, will be withdrawn and no such claims will be presented hereafter or supported.

(3) The action instituted by the agency against the organization and certain individuals in the United States District Court for the Southern District of New York (Civil Action File No. 49–446) will be withdrawn with prejudice, and no claim arising out of the above-mentioned interruption of work will be asserted hereafter.

Signed at Philadelphia, Pennsylvania this 14th day of April 1949.

Signed and delivered in the presence of the undersigned members of the Railway Express Agency, Inc., Emergency Board.

(S) AARON HORVITZ,
(S) LEVERETT EDWARDS,
(S) DAVID L. COLE, *Chairman.*

For the Railway Express Agency, Inc.:

(S) A. M. HARTUNG,
Vice President Personnel.

For the above-named organization:

(S) GEO. M. HARRISON,
Grand President.
(S) ROBERT MORGAN,
(S) D. J. SULLIVAAN.

APPENDIX E

APPEARANCES

On behalf of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees: Lester P. Schoene, counsel; E. L. Oliver, economic adviser; W. M. Homer, assistant economic adviser; George M. Harrison, grand president; Robert Morgan, vice grand president; W. M. Daughtrey, assistant to vice grand president; John A. Scholl, J. O. Jackson, R. S. Hughes, V. L. Gough, general chairmen and members of the National Negotiating Committee.

On behalf of the Railway Express Agency, Inc.: Albert M. Hartung, vice president personnel; John N. Meisten.

Committee on Personnel and Labor Relations: Albert M. Hartung, chairman; W. S. Hall, E. H. Hite, C. J. Leary, T. J. Rowley.

APPENDIX F

RULES REVISIONS REFERRED TO IN RECOMMENDATION 4 (b)

Pursuant to Recommendation 4 (b) the following changes should be made in the existing agreement of the parties:

Rule 1 (b)----------	Delete the words "furloughed and extra list employes working as set forth in Addendum A" and substitute the words "unassigned employes."
In the note following Rule 1 (b).	Delete the words "in the application of the foregoing paragraph the principles and procedures incorporated in Addendum A shall govern."
Addendum A following Rule 1	Eliminate this entire Addendum and the note which immediately follows it.
Rule 3 Third paragraph-----	Delete the words "the Extra List" and substitute "another Roster." Delete the last word of said paragraph "list" and substitute the word "Roster."
Rule 10----------	Starting 14 words from end, change word "day" to "days" and insert before the word "six (6)" the word "five (5)."
Rule 18 First and second paragraph.	Change the expressions "six (6)" to "five (5)."
Rule 19 Third paragraph----	Insert before sentence beginning with words "Except in case of emergency" the sentence reading as follows: "Where there are no furloughed employes, employes from the employe-status roster will be called in the order of their rank."
Rule 19 Fourth paragraph---	After first sentence ending with words "as provided in this rule" insert sentence reading "Where there are no furloughed employes, the senior employ on the employ-status roster (Rule 20) will be called to fill the position." At the beginning of second following sentence delete word "Furloughed."
Rule 20----------	Add as the second paragraph the following: "A roster of all employes who have acquired an employe status in each seniority district showing name and date pay started in that seniority district, will be posted in the same places as seniority rosters. It is understood these ros-

	ters, and the rights of employes named thereon, are co-extensive with seniority rosters or districts established and maintained. When an employe from one of these rosters has been awarded a bulletined position, thereby acquiring the status of a regular employe, his name shall then be transferred to the proper seniority roster showing date of seniority and also date of employe status previously shown."
Rule 21 Second paragraph	Immediately before the words "in the district" delete the words "on the Extra List" and substitute the words "with an employe status."
Rule 45	Eliminate this rule and substitute therefor the applicable provisions of Article II of the Chicago Agreement above referred to.
Rule 45–A	Change the expression "six (6)" to "five (5)."
Rule 46	Change this Rule to read as follows: "At Agencies where not in excess of five (5) employes are regularly employed where service is intermittent, eight (8) hours actual time on duty within a spread of twelve (12) hours shall constitute a day's work. Employes filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to the time of release within twelve (12) consecutive hours, and also for all time in excess of twelve (12) consecutive hours computed continuously from the time first required to report until the time of final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour."
Last paragraph	Change to read as follows: "Employes covered by this rule will be paid for not less than eight (8) hours within a spread of twelve (12) consecutive hours."
Rule 48	Eliminate the last 23 words starting with the words "provided further."
Rule 65, First paragraph	Change "190" to "170."
Rule 66:	
Second paragraph	Change "190" to "170."
Third paragraph	Change "Seven and one-half (7½) hours" to "Eight (8) hours."
Rule 67	Revise to provide for pro rata overtime for hours over 170 and overtime at time and one-half for hours in excess of 190.
Rule 73	Change "190" to "170."
Rule 74 (b)	Revise current figures to conform with new rates arrived at pursuant to revised rules.

Rule 75 (a)	Change "190" to "170."
Article IX (4)	Change "190" to "170." Provide for pro rata overtime for hours over 170 and overtime at time and one-half for hours in excess of 190.
Rule 91 (a)	Change "six (6) working days" to "five (5) working days."
Rule 91 (b)	Change "twelve (12) working days" to "ten (10) working days."
Rule 91 (c)	Change "561 hours" to "508 hours."
Memorandum of Agreement Respecting Arbitration Award Effective February 1, 1931.	Eliminate.

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