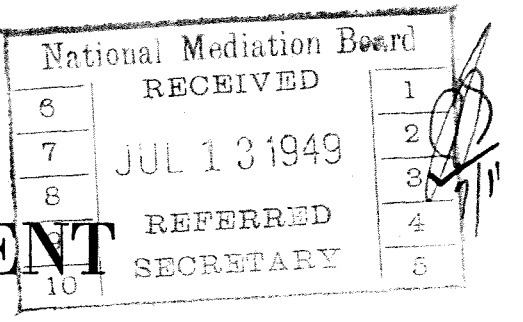
Report

TO

THE PRESIDENT



BY THE

EMERGENCY BOARD

APPOINTED APRIL 15, 1949, BY EXECUTIVE ORDER 10051 PURSUANT TO SECTION 10 OF THE RAILWAY LABOR ACT, AS AMENDED

To investigate a dispute between the Aliquippa & Southern Railroad Co. and certain of its employees represented by the Brotherhood of Railroad Trainmen

(*NMB Case A-3075*)

PITTSBURGH, PA.

MAY 18, 1949

(No. 74)

PITTSBURGH, PA., *May 18, 1949.*

THE PRESIDENT,
The White House.

DEAR MR. PRESIDENT: The Emergency Board created by you on April 15, 1949, under section 10 of the Railway Labor Act, as amended, to investigate an unadjusted dispute between the Aliquippa and Southern Railroad Co. and certain of its employees represented by the Brotherhood of Railroad Trainmen, has the honor to submit herewith its report.

Respectfully submitted.

ANDREW JACKSON, *Chairman.*
LEIF ERICKSON, *Member.*
ELMER T. BELL, *Member.*

INTRODUCTION

On April 15, 1949, the President of the United States issued the following Executive order creating an Emergency Board:

EXECUTIVE ORDER 10051

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE ALIQUIPPA AND SOUTHERN RAILROAD COMPANY AND CERTAIN OF ITS EMPLOYEES

WHEREAS a dispute exists between the Aliquippa and Southern Railroad Company, a carrier, and certain of its employees represented by the Brotherhood of Railroad Trainmen, a labor organization; and

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

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce within the State of Pennsylvania to a degree such as to deprive that portion of the country of essential transportation service:

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

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

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

THE WHITE HOUSE,
April 15, 1949. (Signed) HARRY S. TRUMAN.

The President appointed Andrew Jackson of New York, N. Y., the Honorable Leif Erickson of Helena, Mont., and the Honorable Elmer T. Bell of Washington, D. C., members of the Emergency Board.

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The time and place fixed for the convening of the Board was 9:30 a. m., on April 25, 1949, in the Copper Room, Hotel Roosevelt, Pittsburgh, Pa. At the time and place fixed, the Board met in executive session and elected Andrew Jackson chairman and confirmed the appointment of Ward & Paul of Washington, D. C., as its official reporter for said hearing. The hearing was called to order at 10 a. m.

Appearances before the Board were as follows:

For the Brotherhood of Railroad Trainmen:

Earl B. Welcome, deputy president, Brotherhood of Railroad Trainmen;

R. C. Moore, chairman of the General Grievance Committee, Lodge 1053, Brotherhood of Railroad Trainmen;

J. B. Thompson, vice chairman of the General Grievance Committee, Lodge 1053, Brotherhood of Railroad Trainmen;

Albert J. Livengood, secretary, Lodge 1053, Brotherhood of Railroad Trainmen;

For the Aliquippa & Southern Railroad Co.:

T. W. Pomeroy, Jr., Esq., and R. L. Kirkpatrick, Esq. (of Kirkpatrick, Pomeroy, Lockhart & Johnson), 1130 Oliver Building, Pittsburgh, Pennsylvania.

Hearings were held between April 25, 1949, and May 13, 1949.[1] The record consists of 1379 pages and a total of thirty exhibits.

PRELIMINARY STATEMENT

Following an election held on November 5 and 6, 1947, the Brotherhood of Railroad Trainmen was certified by the National Mediation Board as the representative of yardmen for the purpose of collective bargaining with the carrier.

Following the report of another Emergency Board, lengthy discussions resulted in an agreement effective October 1, 1948.

Shortly thereafter the Jones & Laughlin Steel Corp., the parent corporation of the carrier, put into operation a Diesel locomotive on certain tracks which had been sold to it by the carrier. The employees contended that this resulted in the elimination of certain crews who are represented by the brotherhood. A protest was made

[1] On May 12, 1949, the Board inspected the property of the carrier. During the course of the hearings it became apparent that the Board would not be able to report its findings to the President with respect to the dispute within 30 days from the date of the Executive order. Accordingly, the parties jointly stipulated to an extension of time for another 30-day period, which request was submitted to the President by the National Mediation Board and was approved by him.

to the carrier and in reply, carrier representatives relied on article 23 of the agreement of October 1, 1948, in justification of their action.

On November 17, 1948, the brotherhood served notice, under the provisions of the Railway Labor Act, of its desire to change article 23, above referred to, as well as article 10 of the agreement of October 1, 1948.

On November 26, 1948, the carrier served notice upon the brotherhood, in accordance with Railway Labor Act, of its desire to make changes in nine articles of the agreement. At a meeting between the parties held on December 15, the brotherhood presented to the carrier a memorandum covering proposed changes in six articles, in addition to the wording of the changes desired in articles 10 and 23.

Efforts to settle the issues in dispute were unavailing and on February 21, 1949, a strike ballot was spread, resulting in an overwhelming vote in favor of a strike.

Assistance of the Mediation Board was invoked, but settlement of the dispute could not be reached. Upon receipt of advice that a strike was to be called, effective April 19, this Board was created.

There can be no question but that the inauguration into service of the Diesel locomotive, manned by Jones & Laughlin Steel Corp. employees is the nub of the dispute, which caused the serving of the notice to change articles 10 and 23. Had this notice not been served, the carrier would not have indicated its desire to change nine articles; had the carrier not served its notice, the brotherhood would not have served its notice to change six additional articles. These considerations have an important bearing on our findings.

During the hearings and during mediation by this Board, by agreement between or consent of the parties, the following were eliminated as items in dispute:

Committee proposals:	*Management proposals:*
Article 7 (d) and (f.)	Article 1.
Article 9, first paragraph of (a) only, and (m).	Article 6 (d).
Article 10.	Article 7 (c).
Article 24 (a).	Article 9 (o).
	Article 10.
	Article 12.

During the hearings objection was made to the Board's consideration of the brotherhood's proposals to change articles 4 and 25. We consider that the dispute with respect to these articles is properly before this Board.

In view of the nature of the issues and the obvious good will existing between the parties, it seems to the members of this Board that the issues in dispute could, and should, have been settled between the parties themselves without making necessary the intervention of a Presidential Emergency Board.

Article 23

As has been indicated, the principal issue in dispute concerns the committee's proposed changes in article 23. The balance of the articles in dispute will be considered in numerical order.

The request for the change arose by reason of the action of the carrier in selling certain trackage in the vicinity of the Bessemer furnaces and the inauguration in service on those tracks of a Diesel locomotive owned and operated by the Jones & Laughlin Steel Corp. Service on these tracks had been performed by employees of the carrier since 1927. Up to 1927, these and other tracks were owned by Jones & Laughlin, and the crews on the locomotives performing work on these tracks were Jones & Laughlin employees. When the 1927 transfer was made, the Jones & Laughlin crews were transferred to the seniority roster of the carrier without loss of their Jones & Laughlin seniority.

Some time prior to October 1, 1948, this trackage was sold by the carrier to Jones & Laughlin. At the time the contract of October 1, 1948, was made the committee witnesses testified they had no knowledge of this sale. Ninteen days after the date of the contract, the Diesel locomotive was put into operation. When that was done, the crew designated as Iron Alley No. 2 of the carrier, was annulled. This crew, in cooperation with Iron Alley Crew No. 1 and certain car hauls, or draglines, had furnished the service to the Bessemer furnaces of delivering and spotting certain ladle cars which carried the molten metal from the blast furnaces to the Bessemer department.

The position of the carrier was that the change to the Diesel service did not result in displacement of crews manned by employees represented by the committee. It contended further that changes in the method of servicing the Bessemer and changes in the equipment used in hauling the metal resulted in the complete elimination of railroad service, and that, therefore, there was no loss of seniority or work opportunity or of railroad work.

Committee witnesses, on the other hand, contended that there was no substantial change in the service performed; that the work is still railroad work; and that the substitution of the Diesel for one of the Iron Alley crews resulted in loss of seniority, of job selection, and of work opportunity.

In addition to its position that there was an entire change of service and no loss of railroad work, the carrier justified its action by the requirements of the Interstate Commerce Act as to the ownership of industry tracks, and article 23 (b) of the current contract. Because of the importance of this issue, we set out that section:

> (b) It is understood that the company has no jurisdiction over or responsibility in the movements of any locomotives, cranes, and other equipment of an industry over any track which is not the property of the company, and such movements may be made without the assistance of any yardmen.

Notwithstanding the provisions of this section, yardmen are time-slipping the company for each trick during which the Jones & Laughlin Diesel operates.

There may be some question whether section (b), when considered in the light of other provisions of the contract, the general purposes of the contract, and the circumstances under which it was negotiated, does, in fact justify the displacement of Aliquippa & Southern crews which formerly performed the services at the Bessemer department.

There can be no question but that Aliquippa & Southern crews were displaced and that there was a loss of seniority and work opportunity. Had we any doubt on that question it was resolved when we visited the property and observed the actual operation.

We are convinced that successful solution of the problem created by the transfer of trackage followed by the installation of the Diesel service is imperative, if a work stoppage is to be prevented. A formula which will, in the fullest possible measure, do justice to both parties and, at the same time, which will achieve this end is not easy of formulation.

This railroad operates over a maze of tracks within the Jones & Laughlin steel plant properties. It is crossed and criss-crossed with trackage belonging to Jones & Laughlin, as well as that belonging to the carrier. Jones & Laughlin cranes, Diesel locomotives, and other self-propelled vehicles constantly use trackage belonging to the carrier. The crews operating this equipment are employees of Jones & Laughlin. They travel without pilots on the carrier's trackage. Switches are thrown by nonrailroad employees. These Jones & Laughlin crews must secure clearances in the same manner and to the same extent as crews employed by the carrier.

The proposal of the committee contemplates the requirement that this equipment belonging to the parent, Jones & Laughlin, operate on carrier's trackage only when accompanied by a yardman pilot. The

testimony indicated a willingness on the part of the committee to make exceptions as to certain equipment. The subject is a complicated one. It is the sort of rule that should be spelled out by negotiation, and not by the members of a Presidential Emergency Board. Our attempts to bring about that result through mediation having failed, we have no alternative but to recommend a solution which, though not entirely satisfactory to either of the parties or to the members of the Board, will, we believe, offer an acceptable solution to the situation which has arisen by reason of the inability of the parties to reach a solution through the regular avenues of negotiation and mediation.

The primary concern of the employees, as expressed during the hearing, was as to the future. They took the position that article 23 (b), as it now stands in the light of the change made at the Bessemer, would make it possible for the carrier, by unilateral action, to destroy entirely their seniority and the security they had enjoyed under the contract prior to the adoption of that section. They pointed to other assignments which could be operated, with very little sale of trackage by Jones & Laughlin crews, with the consequent loss of employment to them. There have been sales and purchases of track by the carrier to and from the parent corporation over the years. The committee made no objection to such transactions. It is only when the effect of such sales is to take from employees, represented by the brotherhood, the work that they have theretofore performed that objection arises.

We recommend accordingly that there be added to section (b) of article 23 the following language:

"However, the company agrees it will not sell track to an industry for the purpose or which will have the effect of enabling industry locomotives and crews to perform work on such tracks which, prior to such sale, was performed by the company with yard crews."

In view of the relationship which exists between the Jones & Laughlin Corp. and the carrier, no difficulty should be entailed by the company in carrying out, in full faith and to the fullest possible degree, the language and intent of this recommended addition to section (b) of article 23.

The testimony does not justify a requirement that a yardman-pilot be used on all Jones & Laughlin equipment operating on the trackage of the carrier. The testimony, however, does show that Jones & Laughlin maintains a Diesel locomotive which services the cranes belonging to the steel company, and that at least 50 percent of the work of this crane service Diesel is performed on Aliquippa & Southern

tracks. It moves freely over all of the tracks belonging to the carrier; railroad cars are moved by it; members of its crew throw switches, pass signals, and secure clearances. We believe this Diesel locomotive should be accompanied by a yardman-pilot. We recommend, therefore, that an appropriate amendment be made to article 23, which would require the use of a yardman as pilot for that Diesel locomotive whenever it operates on Aliquippa & Southern tracks.

Section (e) of the present contract provides that certain work may be done on the terminal engine house tracks and terminal car shop tracks by employees other than yardmen. A member of another organization testified that some of its members are time-slipping the carrier for switching on the above-named tracks. There is obviously serious dispute in the making over the present practices. We suggest that the carrier exert every possible effort to see that the privilege accorded it under that section be not abused and that, so far as practicable and to the extent possible, the work on these tracks be performed by yardmen.

Carrier's proposal to eliminate section (f) of the article was for the purpose of permitting relief engines to be moved without a conductor. The testimony did not support the proposal, and section (f) should be retained.

With these observations, we recommend that present Article 23 remain in effect, with the additions proposed.

ARTICLE 4

Present section (g) of article 4 calls for payment of an arbitrary of 2 hours, when an extra conductor is relieved during his tour of duty as a brakeman to work as an extra conductor. The committee's proposal would eliminate the arbitrary, but would call for payment of two basic days for the dual service. Little testimony was introduced on this proposal. It was established that prior to the October 1, 1948, contract, no arbitrary was paid; the extra conductor being paid only at the higher rate of pay for the entire tour of duty when he was called from service as a brakeman to service as a conductor.

The present rule, reached through negotiation, should be retained. We recommend accordingly.

ARTICLE 6

The carrier's proposed changes before us are sections (a) and (e) of this article; the brotherhood's proposed changes before us are section (c) and (e).

Briefly stated, the carrier desires to broaden section (a) and (e) so as to prevent payments of an arbitrary to an extra crew where it is relieved at a point different from the starting point.

The brotherhood, on the other hand, desires a change to broaden paragraph (c) to the extent of requiring the carrier to have starting points for extra yardmen equipped with lockers, water coolers, and comfort conveniences; also to change paragraph (e) by specifically limiting starting and relieving points for extra crews or roustabout crews to three localities.

The brotherhood contends starting points for regular crews are equipped with lockers, water coolers, and comfort conveniences, but they do not exist at certain points for extra crews. It also contends that, if the relief point for an extra crew or roustabout crew is different from the three starting points set forth in its proposal, an arbitrary shall be paid.

The evidence showed that the extra crewmen do not have the same facilities as regular crews, but that in 1947 and 1948 improvements in this connection were made and several additional such facilities are now under construction and should meet all such requirements.

Under the circumstances and since the parties are in substantial agreement with respect to the facts relating to section (c), the Board recommends that that section remain as set forth in the current contract.

The evidence showed that in certain instances extra crews have been relieved at points different from their starting points, and that an arbitrary has been paid. The evidence is in sharp conflict with respect to the contention by the brotherhood that these instances have worked a hardship and should be paid an arbitrary.

The evidence is also in sharp conflict with respect to whether or not there should be five starting points as provided in the present article, or three as proposed by the brotherhood. Under all the circumstances, the Board recommends that section (c) of the present article be retained and where a relief point is different from the starting point an arbitrary be paid thereunder in accordance with the present practice.

ARTICLES 7 AND 9

The carrier originally proposed changes in sections (d) and (e) of article 7, and the committee proposed changes in sections (d) and (f) of the same article. As noted above, the carrier's proposal as to section (e) and both of the committee's proposals were withdrawn from our consideration.

In connection with article 9, the carrier proposed changes in sections (b), (o), and (p), and the committee suggested a slight change in section (a), and the addition of two new paragraphs to section (a), and changes in section (m). As noted above, sections (o) and (m) were withdrawn from our consideration, as well as the proposed change in the first paragraph of section (a). The carrier's withdrawal of the proposed change in section (o) automatically withdrew from our consideration the suggested changes in article 12 since these latter were required only as a result of the proposed change in wording of section (o) of article 9.

The overarching issues in connection with both of these articles is the question of whether or not the property consists of one yard as urged by the carrier or several areas or territories as urged by the committee. However, this issue was not directly in point and we can make no recommendation with respect thereto.

Carrier's proposals to change sections (b) and (p) of article 9, were made for the same reason; namely, the nuisance occasioned by these sections which first became rules on this property on October 1, 1948.

As to (b), the carrier has requested the elimination of the provisions that an extra job, worked for six consecutive days, shall be considered a new assignment and so advertised.

The carrier complains that the advertising, as well as the bumping occasioned after the new assignments have been filled, are an inconvenience to it. Although admitting that no advertisement had been proposed under this provision since October 1, 1948, the carrier insisted that it anticipated the need of working an extra job for more than six consecutive days.

The brotherhood's position was that the clause is a standard clause in many contracts and protects seniority to a certain extent.

As to (p), here again the carrier urges the nuisance theory in connection with filling temporary vacancies of switchtenders. Prior to October 1, 1948, any qualified man could be used. The carrier urged that it was much more difficult under the new clause. The committee brought out that since the rule has been in effect only six such temporary vacancies have been filled and questioned any substantial difficulty for the carrier.

Sufficient evidence has not been presented by the carrier to warrant our finding of a nuisance so onerous as to justify any changes in these rules at this time. Our recommendation is that subdivisions (b) and (p) of article 9 remain as set forth in the current agreement.

The new matter suggested by the committee to be inserted in section (a) of article 9, is, in effect, a request for an assignment rule. The committee has suggested that all crews should be known by name of assignment, should be numbered as placed in service, and that bulletins should designate name of assignment, number of crew, starting time of assignment, and position on crew that is vacant.

The committee further wishes the carrier to agree that crews worked off their regular assignments will not be replaced by other crews.

Some years ago crews were designated by number and by name. Advertisements were for certain "yard positions" indicated by number, name, starting time and starting districts, and assignments were substantially the same. This practice was in effect from 1937 to March 9, 1948. As of that date, new wording appeared in the advertisements and assignments as follows:

> The assignments will be used for work at the general location indicated by the starting district and/or miscellaneous yard switching or other yard service.

On September 21, 1948, there was a slight change in the wording, to wit: "locality" was substituted for "district"; "and" substituted for "or" between the words "switching" and "other." "At any point" was added after the word "service." The latter wording has been in use from September 21, 1948, to the present time. These changes were put into effect without negotiation with the union.

The carrier explained that the reason for the change was fear of the historical position of the Brotherhood of Railroad Trainmen; namely, that it would desire an assignment for each job and an extra day's pay for violating the assignment rule.

The testimony is confusing as to when the employees protested the change, but it is quite clear a protest was made at some time.

On October 8, 1948, the entire board was thrown open and at that time a notice was posted to the effect that crews would be identified by number only, each crew was to receive a new identifying number, and the starting locality of some crews was to be changed. There then appeared a schedule giving the new number together with the starting time and the starting locality. The committee immediately protested this notice and the proposed changes were the result of the feelings of the employees with respect to all of the changes which had been put into effect by the carrier without even consultation with the committee. The carrier's reason for this change was, again, its apprehension that the employees would consider the name as more than a job description, rather, in terms of an assignment. Here again the carrier believed

the employees were endeavoring to have the property considered as several areas or territories.

There was considerable testimony on this issue which is a highly complicated one. Both sides, however, admitted, that the previous practice was substantially satisfactory. This Board does not consider itself qualified to suggest a rule which would embody previous practice, but suggests that parties endeavor so to do, and that, in any event, the parties be guided by previous practice. In this connection we wish to state that we consider previous practice that practice in effect prior to March 9, 1948, covering the location of the work of crews throughout the property, the advertising and assigning jobs, and the identification of crews by name as well as number (with the understanding that such name is to be considered in no sense a job description as the words are technically known).

In connection with the practice, we believe we should point out that no changes in the present contract would be required to put the Board's recommendation into effect.

Our recommendation is that, subject to the foregoing, section (a) article 9 be retained in its present form.

ARTICLE 7

The agreement between the parties regarding article 10 automatically eliminates any discussion as to changes in article 7 proposed by the committee. The carrier's proposal was intended to counteract the effect of certain awards of the First Division of the National Railroad Adjustment Board.

Section (d) provides in substance that where two shifts are worked not in continuous service, the time for the first shift to begin work shall be between 6:30 a. m. and 10 a. m., and the second not later than 12 p. m. The parties agree that under the First Division awards section (d) is nullified except in any case where only two crews in the entire yard are working. The brotherhood's objection to the proposed change is historical, that is, it would involve a change in a rule which is contained in most Brotherhood of Railroad Trainmen agreements and which originally was put into effect by the Director General of Railroads just after World War One. The committee's objection is that the actual wording of the rule prior to its interpretation by the First Division would obviate the necessity of calling a third crew by permitting one or both of the other crews to work a relatively small amount of overtime. Here again the committee urges that the carrier could be relieved of its problem by recognizing certain areas or territories

within the yard which might permit the rule to be effective. Since the carrier did not prove the current need for operating two crews not in continuous service, we cannot see the need for disturbing the present wording of subdivision (d). We recommend accordingly.

ARTICLE 24

The committee proposed changes in sections (a) and (b) of article 24. The carrier proposed the elimination of section (b) of the article and changes in section (f). As noted above, section (a) was withdrawn from our consideration.

Section (b) of the contract provides for one conductor on the engine relief crew. This section was adopted after negotiation without resort to mediation or other third-party aid. Prior to the adoption of section (b), engine employees were required to throw switches in delivering light engines. Carrier witnesses took the position that a yardman-pilot was not necessary. The testimony adduced was inconclusive. Under these circumstances, this section, arrived at by negotiation, should remain in effect. We recommend accordingly.

Present section (d) of the article requires crew members to proceed with the work of the assignment pending the arrival of a man called when, for any reason, a three-man crew is not fully manned. An arbitrary of 2 hours is allowed in that situation. This arbitrary is paid no matter how short the time may be during which the crew works short-handed. The committee's proposal on section (d) has the effect of permitting the members of the short-handed crew to cease work at the end of 2 hours if, by that time, the third man called has not arrived to fill the vacancy. Witnesses for the committee testified that the occasions when a crew works short-handed more than 2 hours are rare. The same witnesses testified that the carrier makes every effort to secure a relief man without delay. The present section was arrived at by negotiation. Nothing appeared to show any changes in practice or conditions since the time of the signing of the agreement on October 1, 1948. Present section (d) is adequate to protect the rights of employees. It need not be changed to secure that result. We recommend accordingly.

The change in section (f) proposed by the carrier was for the purpose of taking into account the elimination of the pilot on the engine relief crew, if section (b) of the article were eliminated as requested by the carrier. Since we have recommended the retention of section (b), this automatically requires a recommendation that the present section (f) should be retained.

ARTICLE 25

The amendment proposed by the committee is as follows:

(e) The connecting of air into cars is not required.

The adoption of the change contemplates the payment to trainmen for coupling of air hose and air into cars. The brotherhood contends there are many instances where the use of air is necessary for safety purposes. It further contends that when the use of air is necessary, the hoses should be coupled by carmen and when not coupled by carmen, but rather by trainmen, that trainmen should be paid for coupling of the air and an arbitrary of 1 hour has been suggested.

The carrier contends that the only coupling that is now required is for mechanical purposes, takes only a limited amount of time, and should be performed by trainmen. It further contends that the coupling for airbrake purposes is not essential from a safety standpoint.

The evidence showed at certain periods such work was performed by trainmen for safety and mechanical purposes, but since 1948 has been limited to mechanical purposes by certain general notices of the carrier.

There has been no showing of serious accidents resulting from the present type of operation and it appears an excellent safety record prevails on this carrier's property.

Under all the circumstances, the Board finds that the brotherhood's proposed change cannot be recommended.

ARTICLE 29

The carrier's proposal calls for 1 year moratorium on changes in the contract. The attention of the Board was called to the fact that negotiations have been almost continuous on this property for the last year.

The carrier did not strongly urge the point. The provisions of the Railway Labor Act are adequate to protect both parties without any provision in the contract, as contemplated by this proposal.

We recommend therefore that present article 29 be retained without change.

Excluding changes proposed in article 10 (agreement on which was reached between the parties) and article 23, which in our opinion is the crux of this dispute, changes in substance as distinguished from form were proposed in 22 rules contained in the contract of October 1, 1948. Of these, 8 were agreed to voluntarily; and of the remaining 16 an affirmative recommendation is made with respect to 1 section only;

i. e., 9 (a), and that recommendation is in accordance with an agreement on the record stated by both parties. Therefore, as stated previously, it seems to us that the parties should have resolved the issue between themselves without invoking the processes of the Railway Labor Act.

Respectfully submitted.

ANDREW JACKSON, *Chairman.*
LEIF ERICKSON, *Member.*
ELMER T. BELL, *Member.*

MAY 18, 1949.

U. S. GOVERNMENT PRINTING OFFICE: 1949