

**Report**  
**TO**  
**THE PRESIDENT**  
**BY THE**  
**EMERGENCY BOARD**

**APPOINTED FEBRUARY 10, 1950  
PURSUANT TO SECTION 10 OF  
THE RAILWAY LABOR ACT  
(45 U. S. C. 160)**

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**To investigate certain unadjusted disputes between  
The Texas and Pacific Railway Company and its sub-  
sidiaries, and certain of their employees represented  
by the Brotherhood of Locomotive Engineers, Brother-  
hood of Locomotive Firemen and Enginemen, Order  
of Railway Conductors and Brotherhood of  
Railroad Trainmen**

***(NMB Cases Nos. 3137, 3261)***

**DALLAS, TEX.  
MARCH 9, 1950**

DALLAS, TEX., *March 9, 1950.*

THE PRESIDENT,

*The White House, Washington, D. C.*

DEAR MR. PRESIDENT: We have the honor to tender our report as an Emergency Board created by you pursuant to Executive Order 10109 of February 10, 1950, under the Railway Labor Act, section 10 (45 U. S. C. 160) to investigate a dispute between The Texas and Pacific Railway Company and its subsidiaries and certain of their employees represented by the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

We are gratified to state that after extensive hearing of the complicated dispute and mediation by the Board, the parties were enabled to compose their dispute. Annexed is a report giving a brief description of the controversy, together with copy of the agreements reached.

Most respectfully,

FRANK M. SWACKER, *Chairman.*

THOMAS F. GALLAGHER, *Member.*

PAUL G. JASPER, *Member.*

## REPORT

This Emergency Board was created by Executive Order 10109, February 10, 1950 which Order is as follows:

### EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE DISPUTES BETWEEN THE TEXAS & PACIFIC RAILWAY COMPANY AND ITS SUBSIDIARIES, INCLUDING THE FORT WORTH BELT RAILWAY COMPANY AND THE TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS, AND CERTAIN OF THEIR EMPLOYEES

WHEREAS disputes exist between the Texas & Pacific Railway Company and its subsidiaries, including the Fort Worth Belt Railway Company and the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, carriers, and certain of their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen, labor organizations; 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 within several States to a degree such as to deprive a large 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 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 the Texas & Pacific Railway Company or its subsidiaries, including the Fort Worth Belt Railway Company and the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, or by their employees, in the conditions out of which the said disputes arose.

HARRY S. TRUMAN.

THE WHITE HOUSE,  
February 10, 1950.

Pursuant to this Executive order the President under date of February 14, 1950, designated Hon. Paul G. Jasper, Chief Justice of the Supreme Court of Indiana, Hon. Thomas F. Gallagher, Justice of the Supreme Court of Minnesota, and Frank M. Swacker, New York

attorney to constitute the Board. It met at Dallas, Tex., February 20, 1950, and organized and approved the selection of Alderson Reporting Co. as reporters.

Hearings were begun on that day and continued to and including March 4, 1950. Thereafter mediation was undertaken by the Board as a result of which on March 8, 1950, the parties composed the disputes giving rise to the creation of the Emergency Board. Copies of the agreements resulting are annexed to this report.

The disputes involved several issues but by far the most important was a large number upwards of 1,400 unsettled grievances mainly concerning the correct interpretation of the rules governing rates of pay and working conditions contained in the agreements between the parties. Superimposed on and perhaps responsible for this large accumulation of unsettled grievances was a legal tangle involving the proper construction of agreements designed as limitations on the bringing of claims made pursuant to national agreements between the carriers generally and their employees. In addition to this tangle there were also some questions concerning the procedure in the handling of the disputes; and the large volume of cases had practically overwhelmed both the organizations and the carriers. There was also involved certain disputes concerning the interpretation of awards theretofore made by the National Railroad Adjustment Board. A minor phase of the dispute was an application on the part of the trainmen's organization for certain rule changes upon which negotiations had been unfruitful.

The Board heard the parties at length and then undertook mediation with the result that an entirely new set of agreements covering limitations and procedure and other agreements were made by the parties.

The agreements are as follows:

- (1) With the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, a new agreement covering limitations;
- (2) With the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, a like agreement;
- (3) A further agreement with the Brotherhood of Railroad trainmen adapting the foregoing limitations agreements to application to their agreements covering yardmasters and dining car stewards;
- (4) An agreement between all four organizations and the carriers fixing the procedure to govern future handling of grievances;
- (5) An agreement between the carriers and the engine service organizations adjusting certain disputes concerning the applica-

tion of an Adjustment Board award (No. 7656) to the rules and practices governing initial and final terminal delays;

(6) An agreement between all four organizations and the carriers covering the proper application of an award (No. 11376) of the National Railroad Adjustment Board regarding the transportation of milk and certain other commodities on passenger trains and for the settlement of disputes arising thereunder;

(7) An agreement between all four organizations and the carriers covering the proper application of Award No. 1318 and other awards of the National Railroad Adjustment Board to claims involving yard operations at Fort Worth, Dallas and New Orleans and settlement of claims arising thereunder;

(8) An agreement between all four organizations and the carriers covering the disposition of the applications for rule changes.

A copy of each of these agreements is hereto annexed.

Yours most respectfully,

FRANK M. SWACKER, *Chairman.*

THOMAS F. GALLAGHER, *Member.*

PAUL G. JASPER, *Member.*

## AGREEMENT BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN *and* THE TEXAS & PACIFIC RAILWAY CO., ITS SUBSIDIARY LINES, AND TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS

Agreement between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, who may be referred to as the "Organizations," on the one hand, and The Texas & Pacific Railway Co. and its subsidiary lines and Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, which may be referred to as the "Carriers," on the other hand.

### I

The Organizations and the Carriers are parties to a national agreement made at Washington, D. C., on August 11, 1948, section 17 of which deals with the subject of time limit on claims. That section 17 has already been incorporated into the schedule agreement with the Brotherhood of Locomotive Firemen and Enginemen as article 47. In consideration of the agreements by the Organizations contained herein, the Carriers hereby agree to waive all time limits on any claims which may have expired under section 17 of the national agreement above-referred to with respect to all claims for compensation included in the cases listed in the Organizations' strike ballot dated January 25, 1950.

### II

Effective on the date of this agreement, and as a supplement to the national agreement above referred to, the parties agree that,

A. All claims included in the cases listed in the Organizations' strike ballot of January 25, 1950, and all other claims arising out of occurrences prior to the date of this agreement, unless finally disposed of by agreement in the meantime, shall be presented to and decided by a board of arbitration or a special board of adjustment in the manner and within the time provided in section III of this agreement.

B. Claims arising out of occurrences prior to the date of this agreement and not included in the Organizations' strike ballot of January

25, 1950, and claims arising out of occurrences prior to the date of this agreement and not decided by the highest officer designated by the carrier to handle such claims prior to the date of this agreement shall be subject to the provisions of section 17 of the national agreement described above; except as to cases not barred on October 16, 1949, no time limit under said section 17 shall be deemed to have commenced to run before the date of this agreement. If such claims are not finally disposed of by the parties, they shall be presented to and decided by a board of arbitration or special board of adjustment in the manner and within the time provided in section III of this agreement.

C. Claims described in paragraphs A and B above which are not presented and progressed as provided in those subsections shall be barred, and any decision thereon by a carrier officer shall be final and binding.

D. With respect to claims for compensation arising out of occurrences on and after the date of this agreement, the Organizations shall have the right to have such claims handled by Grand Lodge Officers. On request, the Carriers will grant conferences for that purpose. Claims will be so handled within the time limit provided in section 17 (C) of the national agreement above described; *except that*: if, within such time limit, request is made for an extension of time to permit handling by Grand Lodge Officers, the Carrier or Carriers affected will grant a 6 months' extension of the time limit with respect to the particular claims in connection with which the request is made. Such requests shall list individually the claims on which such time extension is desired. If not disposed of, the claim shall be further progressed other than by Grand Lodge Officer handling within 6 months from the date of the carrier's decision to the Grand Lodge Officer; otherwise, the claim will be deemed abandoned and the carrier's decision shall be final and binding.

E. Section 17 of the national agreement described above shall remain in full force and effect, supplemented by the provisions of this section II.

F. Notwithstanding the provisions of paragraphs "A," "B," "C," and "E" of "II" hereof, the Moratorium Agreement, item 2, title 2, between the parties dated November 21, 1949, shall continue as to the limits therein provided with respect to the cases covered thereby.

### III

The Organizations and the Carriers agree that all claims and grievances included in the cases listed in the Organizations' strike ballot dated January 25, 1950, and any other claims and grievances arising

out of occurrences prior to the date of this agreement, shall be submitted to and decided by a board of arbitration or a special board of adjustment under the Railway Labor Act within the time and in the manner set out in paragraph G of this section III; except those of such claims and grievances that may have been settled by agreement of the parties in the meantime. Unless so submitted, the carrier's decision on such claims and grievances shall be final and binding.

The Organizations, parties hereto, together with the Order of Railway Conductors and Brotherhood of Railroad Trainmen who are parties to a similar agreement executed this same day, shall have 20 days to unanimously elect in writing to the Carriers to submit the claims and grievances described in the preceding paragraph of this section III and the similar section of the agreement with the Order of Railway Conductors and Brotherhood of Railroad Trainmen to a Board of Arbitration under sections 7, 8, and 9 of the Railway Labor Act. If the four labor organizations fail to so elect to arbitrate, such claims and grievances shall be submitted to a special board of adjustment, as follows:

A. There shall be established a special board of adjustment which shall be known as the Texas and Pacific Board of Adjustment, and is herein referred to as the "Board." Such Board shall have jurisdiction of claims and grievances, submitted to it under this agreement, arising out of the interpretation of agreements governing wages, rules or working conditions, between the Carriers or any of them, and the employees of any of said Carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors or Brotherhood of Railroad Trainmen. This Board shall be the same Board provided for in section III of the similar agreement between the Carriers and the Order of Railway Conductors and Brotherhood of Railroad Trainmen.

B. The Board shall consist of five members. Two shall be selected by the Carriers and shall be known as "carrier members." Two shall be selected by the Organizations representing the employees and shall be known as "employee members." The fifth member, who shall be chairman of the Board, shall be a neutral person, unbiased as between the parties. Party members of the Board may be changed from time to time, and at any time, by the respective parties designating them. The initial carrier members and employee members shall be named by the carriers and labor organizations respectively within 30 days after the execution of this agreement.

C. The carrier members and employee members shall meet at Dallas, Tex., within 10 days after designation of the initial party members for the purpose of trying to select the neutral member of the Board. If



the party members can by a majority agree upon the neutral member, and the person so elected accepts the appointment, then such person shall serve on the Board. If within 10 days after such first meeting, the party members are unable to agree upon the neutral member, they shall jointly request the National Mediation Board to appoint the neutral member. In case of a permanent or temporary vacancy on the Board, with respect to either party members or the neutral, the vacancy shall be filled in the same manner as in the original selection.

D. For the disposition of certain cases, the Board shall be divided into two panels, as follows:

*Engine service panel.*—This panel shall consist of one of the carrier members of the Board, one employee member of the Board representing one of the organizations of engine service employees, and the neutral member of the Board. It shall have jurisdiction of claims and grievances of the engine service organization represented.

*Train and yard service panel.*—This panel shall consist of one of the carrier members of the Board, one employee member of the Board representing one of the organizations of train and yard service employees, and the neutral member of the Board. It shall have jurisdiction of claims and grievances of the train or yard service organization represented.

The neutral member shall be the chairman of each panel.

The full Board shall have jurisdiction of claims and grievances which have been appealed on behalf of employees by two or more labor organizations.

E. The Board shall meet at Dallas, Tex., within 10 days after the neutral member is selected. The Board shall establish the rules of procedure for itself and its panels. Thereafter the Board or its panels shall meet at regularly stated times and continue in session until all matters submitted to it under this agreement are disposed of. The Board, or either of its panels, may, if the members thereof deem advisable, hold hearings at other places on the lines of the Carriers. The Board shall have the authority to employ a secretary and other assistance and incur such other expense as it deems necessary for the proper conduct of business.

F. The compensation and expenses of the carrier members shall be borne by the Carriers. The compensation and expenses of the employee members shall be borne by the respective Organizations they represent on the Board. The compensation of the neutral member, which compensation shall be set by the Board, and all expenses of the Board, shall be borne half by the Carriers and half by the Organizations, except so much as is borne by the National Mediation Board.

G. The Board and its panels shall have jurisdiction only of claims and grievances submitted under the terms of this agreement. Any such claim or grievance which has heretofore been handled up to and including the highest officer of the Carrier designated to handle such matter, without settlement thereof, must be listed with the Board within 60 days after designation of the neutral member of the Board, or the decision of the Carrier shall be final and binding. Any such claim or grievance which has not heretofore been handled up to and including the highest officer of the Carrier designated to handle such matter, shall be so handled under the provisions of section II of this agreement; and failing settlement thereof, such dispute may be listed with the Board—if the Board is still in existence—within 60 days after the decision of the Carrier's highest officer; if the Board is no longer in existence, then the claim may be handled under the provisions of the National Agreement, section 17 (C), and section II D and F hereof; or the Carrier's decision will be final and binding. A case shall be deemed listed with the Board if a brief description of the claim or grievance and the carrier's file number is filed with the Board, and a copy is furnished the Carrier. Cases shall be submitted to the Board within such time as the Board may provide. The Board and its panels shall not have jurisdiction of disputes growing out of requests for changes in rates of pay, rules and working conditions, and shall not have authority to change existing agreements governing rates of pay, rules and working conditions.

H. The Board or its panels shall hold hearings on each claim or grievance submitted to it. Due notice of such hearings shall be given the parties. At such hearings, the parties may be heard in person, by counsel, or by other representatives, as they may elect. The parties may present, either orally or in writing, statements of fact, supporting evidence and data, and argument of their position with regard to each case being considered by the Board or panel. The Board or panel shall have authority to require the production of such additional evidence, either oral or written, as it may desire from either party.

I. The Board or its panel shall make findings and render an award in each case submitted to it. Such findings and award shall be in writing, and a copy shall be furnished the respective parties to the controversy. Such awards shall be final and binding upon both parties to the disputes. Each member of the Board or a panel shall have one vote, and a majority of the Board or panel shall be competent to render an award or make such other rulings and decisions necessary to carry out the functions of the Board or panel. In case a dispute arises involving an interpretation of an award while the Board is in existence or upon recall within 30 days thereafter, the

Board or its panel rendering the award, upon the request of either party, shall interpret the award in light of the dispute.

J. The Board hereby established shall continue in existence until it has disposed of all claims and grievances submitted to it under this agreement, after which it shall cease to exist, except for interpretation of its awards as above provided.

#### IV

All cases listed in Organizations' strike ballot dated January 25, 1950, which are docketed with and pending decision by the National Railroad Adjustment Board shall be withdrawn from such Adjustment Board and submitted to board of arbitration or special adjustment board established under Section III above within 60 days of the execution of this agreement.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
By J. M. DEAN,  
*General Chairman.*

Approved:

H. C. HOBART,  
*Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEMEN,  
By W. J. BROWN,  
*General Chairman.*

Approved:

B. M. ALVORD,  
*Vice President.*

For the Carriers:

THE TEXAS & PACIFIC RAILWAY CO. AND  
ITS SUBSIDIARIES,  
By B. C. JAMES,  
*Director of Personnel.*  
TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL  
RAILROAD OF NEW ORLEANS,  
By B. C. JAMES,  
*Assistant to President.*

Witness:

EMERGENCY BOARD No. 80.  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## AGREEMENT BETWEEN

ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN  
*and* THE TEXAS & PACIFIC RAILWAY CO., ITS SUBSIDIARY LINES, AND  
TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW  
ORLEANS

Agreement between the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, who may be referred to as the "Organizations," on the one hand, and The Texas & Pacific Railway Co. and its subsidiary lines (including Fort Worth Belt Railway Co.) and Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, which may be referred to as the "Carriers," on the other hand.

### I

The Organizations and the Carriers are parties to a national agreement made at Chicago, Ill., on December 12, 1947, section 4 (C) of which deals with the subject of time limits for presentation of and proceedings for the final disposition of claims for compensation. In addition to that national agreement, the parties made a memorandum agreement on the same subject at Dallas, Tex., on February 16, 1948. The Carriers and the Brotherhood of Railroad Trainmen also made two letter agreements on the subject under dates of February 2, 1949, and February 25, 1949; and the Carriers and the Order of Railway Conductors made a letter agreement on the subject under date of February 4, 1949. In consideration of the agreements by the Organizations contained herein, the Carriers agree:

A. The Memorandum of Agreement of February 16, 1948, described above, is cancelled. It is replaced by section II of this agreement.

B. The Letter Agreements of February 2, 1949, and February 4, 1949, are cancelled. All of the Letter Agreement of February 25, 1949, except the paragraphs numbered (2), (3), and (4), is cancelled.

C. The Carriers hereby waive all time limits on any claims which may have expired under any agreement prior to this agreement with respect to all claims for compensation arising out of occurrences prior to the date of this agreement.

## II

Effective on the date of this agreement, the parties agree that—

A. With respect to claims for compensation or grievances (not including discipline cases) arising out of occurrences prior to the date of this agreement:

(1) Those which have not been presented to the Carrier affected shall be so presented within 6 months from the date of this agreement. If they are disallowed, they shall be progressed in accordance with subparagraph (2) of this paragraph A, or they shall be barred.

(2) Those which are presented in accordance with subparagraph (1) above, and those which have been presented to the Carrier and disallowed by it, but which have not been appealed prior to the date of this agreement, shall be appealed to the highest officer designated to receive appeals within 6 months from the date of the Form 904 or other written declination. If not disposed of on appeal, they shall be progressed in accordance with subparagraph (3) of this paragraph A.

(3) Those which have been presented and appealed in accordance with subparagraphs (1) and (2) above, and those on which a decision has been rendered by the highest officer of the Carrier designated to handle such matter prior to the date of this agreement, which have not been finally disposed of, shall be presented to and decided by a board of arbitration or special board of adjustment in the manner and within the time provided in Section III of this agreement.

(4) The Carrier's decision shall be final and binding on all such claims for compensation not appealed within the time limits provided in subparagraph (2) above, or not presented to the board of arbitration or special board of adjustment in accordance with subparagraph (3) above.

B. With respect to claims for compensation arising out of occurrences on and after the date of this agreement:

(1) The original presentation of a claim for compensation under the Conductors', Road Trainmen's, or Yardmen's Agreements must be made within 90 days from date of performance or nonperformance of the service on which the claim is based. Filing a time slip or statement shall constitute original presentation of a claim.

(2) (a) An appeal to a Division Superintendent or his designated representative shall be made within 90 days from the date of declination of the claim. (b) A further appeal thereon to

the highest officer designated by the carrier shall be made within 6 months from the date of the written declination of the claim or from the date of the decision of the Superintendent on the first appeal. (c) If not so handled, the claim will be barred.

(3) Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within 1 year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

(4) The Organizations shall have the right to have such claims handled by Grand Lodge Officers. On request, the Carriers will grant conferences for that purpose. Claims will be so handled within the time limit provided in paragraph B (3) above; *except that*: if within such time limit, request is made for an extension of time to permit handling by Grand Lodge Officers, the Carrier or Carriers affected will grant a 6-months' extension of the time limit, with respect to the particular claims in connection with which the request is made, for a conference. Such requests shall list individually the claims on which such time extension is desired. If not disposed of, the claim shall be further progressed other than by Grand Lodge Officer handling within 6 months from the date of the carrier's decision to the Grand Lodge Officer; otherwise, the claim will be deemed abandoned and the carrier's decision shall be final and binding.

C. This Agreement supersedes a memorandum of agreement made by the parties in mediation under date of November 21, 1949 (to which the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen were also parties), and the provisions of this agreement shall be controlling.

### III

The Organizations and the Carriers agree that all claims and grievances included in the cases listed in the Organizations' strike ballot dated September 28, 1949, and any other claims and grievances arising out of occurrences prior to the date of this agreement, shall be submitted to and decided by a board of arbitration or a special board of adjustment under the Railway Labor Act within the time and in the manner set out in paragraph G of this section III; except those of such claims and grievances that may have been settled by agreement of the parties in the meantime. Unless so submitted, the carrier's decision on such claims and grievances shall be final and binding.

The Organizations, parties hereto, together with the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen who are parties to a similar agreement executed this same day, shall have 20 days to unanimously elect in writing to the Carriers to submit the claims and grievances described in the preceding paragraph of this section III and the similar section of the agreement with the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen to a Board of Arbitration under sections 7, 8, and 9 of the Railway Labor Act. If the four labor organizations fail to so elect to arbitrate, such claims and grievances shall be submitted to a special board of adjustment, as follows:

A. There shall be established a special board of adjustment which shall be known as the Texas and Pacific Board of Adjustment, and is herein referred to as the "Board." Such Board shall have jurisdiction of claims and grievances, submitted to it under this agreement, arising out of the interpretation of agreements governing wages, rules or working conditions, between the Carriers or any of them, and the employees of any of said Carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors or Brotherhood of Railroad Trainmen. This Board shall be the same Board provided for in section III of the similar agreement between the Carriers and the Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen.

B. The Board shall consist of five members. Two shall be selected by the Carriers and shall be known as "carrier members." Two shall be selected by the Organizations representing the employees and shall be known as "employee members". The fifth member, who shall be chairman of the Board, shall be a neutral person, unbiased as between the parties. Party members of the Board may be changed from time to time, and at any time by the respective parties designating them. The initial carrier members and employee members shall be named by the carriers and labor organizations respectively within 30 days after the execution of this agreement.

C. The carrier members and employee members shall meet at Dallas, Tex., within 10 days after designation of the initial party members for the purpose of trying to select the neutral member of the Board. If the party members can by a majority agree upon the neutral member, and the person so elected accepts the appointment, then such person shall serve on the Board. If, within 10 days after such first meeting, the party members are unable to agree upon the neutral member, they shall jointly request the National Mediation Board to appoint the neutral member. In case of a permanent or temporary vacancy on the Board, with respect to either party members or the

neutral, the vacancy shall be filled in the same manner as in the original selection.

D. For the disposition of certain cases, the Board shall be divided into two panels, as follows:

*Engine service panel.*—This panel shall consist of one of the carrier members of the Board, one employee member of the Board representing one of the organizations of engine service employees, and the neutral member of the Board. It shall have jurisdiction of claims and grievances of the engine service organization represented.

*Train and yard service panel.*—This panel shall consist of one of the carrier members of the Board, one employee member of the Board representing one of the organizations of train and yard service employees, and the neutral member of the Board. It shall have jurisdiction of claims and grievances of the train or yard service organization represented.

The neutral member shall be the chairman of each panel.

The full Board shall have jurisdiction of claims and grievances which have been appealed on behalf of employees by two or more labor organizations.

E. The Board shall meet at Dallas, Texas, within 10 days after the neutral member is selected. The Board shall establish the rules of procedure for itself and its panels. Thereafter the Board or its panels shall meet at regularly stated times and continue in session until all matters submitted to it under this agreement are disposed of. The Board, or either of its panels, may, if the members thereof deem advisable, hold hearings at other places on the lines of the Carriers. The Board shall have the authority to employ a secretary and other assistance and incur such other expense as it deems necessary for the proper conduct of its business.

F. The compensation and expenses of the carrier members shall be borne by the Carriers. The compensation and expenses of the employee members shall be borne by the respective Organizations they represent on the Board. The compensation of the neutral member, which compensation shall be set by the Board, and all expenses of the Board, shall be borne half by the Carriers and half by the Organizations, except so much as is borne by the National Mediation Board.

G. The Board and its panels shall have jurisdiction only of claims and grievances submitted under the terms of this agreement. Any such claim or grievance which has heretofore been handled up to and including the highest officer of the Carrier designated to handle such matter, without settlement thereof, must be listed with the Board within 60 days after designation of the neutral member of the Board, or the decision of the Carrier shall be final and binding. Any such claim or grievance which has not heretofore been handled up to and



including the highest officer of the Carrier designated to handle such matter, shall be so handled under the provisions of section II of this agreement; and failing settlement thereof, such dispute may be listed with the Board—if the Board is still in existence—within 60 days after the decision of the Carrier's highest officer; if the Board is no longer in existence, then the claim may be handled under the provisions of section II B (3) and (4); or the Carrier's decision will be final and binding. A case shall be deemed listed with the Board if a brief description of the claim or grievance and the carrier's file number is filed with the Board and a copy is furnished the Carrier. Cases shall be submitted to the Board within such time as the Board may provide. The Board and its panels shall not have jurisdiction of disputes growing out of requests for changes in rates of pay, rules and working conditions, and shall not have authority to change existing agreements governing rates of pay, rules and working conditions.

H. The Board or its panels shall hold hearings on each claim or grievance submitted to it. Due notice of such hearings shall be given the parties. At such hearings, the parties may be heard in person, by counsel, or by other representatives, as they may elect. The parties may present, either orally or in writing statements of fact, supporting evidence and data, and argument of their position with regard to each case being considered by the Board or panel. The Board or panel shall have authority to require the production of such additional evidence, either oral or written, as it may desire from either party.

I. The Board or its panel shall make findings and render an award in each case submitted to it. Such findings and award shall be in writing, and a copy shall be furnished the respective parties to the controversy. Such awards shall be final and binding upon both parties to the dispute. Each member of the Board or a panel shall have one vote, and a majority of the Board or panel shall be competent to render an award or make such other rulings and decisions necessary to carry out the functions of the Board or panel. In case a dispute arises involving an interpretation of an award while the Board is in existence or upon recall within 30 days thereafter, the Board or its panel rendering the award, upon the request of either party, shall interpret the award in light of the dispute.

J. The Board hereby established shall continue in existence until it has disposed of all claims and grievances submitted to it under this agreement, after which it shall cease to exist, except for interpretation of its awards as above provided.

#### IV

All cases listed in Organizations: strike ballot dated September 28, 1949, which are docketed with and pending decision by the National

Railroad Adjustment Board shall be withdrawn from such Adjustment Board and submitted to board of arbitration or special adjustment Board established under section III above within 60 days of the execution of this agreement.

## V

This agreement settles the disputes growing out of the Organizations' notice of March 31, 1949, requesting cancellation of certain memorandum and letter agreements, and the Carriers' notice of April 8, 1949, proposing cancellation or amendment of certain rules, and said notices are hereby withdrawn, without prejudice to the position of either party as to the proper application of the Railway Labor Act as amended.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

ORDER OF RAILWAY CONDUCTORS,  
By J. W. KENNEDY,  
*General Chairman.*

Approved:

C. H. BINGHAM,  
*Acting Vice President.*

BROTHERHOOD OF RAILROAD TRAINMEN,  
By L. A. AUCOIN,  
*General Chairman.*

Approved:

C. H. SMITH,  
*Vice President.*

For the Carriers:

THE TEXAS & PACIFIC RAILWAY CO.  
AND ITS SUBSIDIARIES,  
By B. C. JAMES,  
*Director of Personnel.*  
TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS,  
By B. C. JAMES,  
*Assistant to President.*  
FORT WORTH BELT RAILWAY CO.,  
By B. C. JAMES,  
*Director of Personnel.*

Witness:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## FILE MEMORANDUM

It is understood that the time limitation agreement of March 8, 1950, between the Order of Railway Conductors and Brotherhood of Railroad Trainmen and The Texas & Pacific Railway Co., its subsidiary lines, and Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans applies to yardmasters of The Texas & Pacific Railway Co., and Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, and to dining car stewards of The Texas & Pacific Railway Co.,

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organization:

BROTHERHOOD OF RAILROAD TRAINMEN,  
By L. A. AUCOIN,  
*General Chairman.*

Approved:

C. H. SMITH,  
*Vice President.*

For the Carriers:

THE TEXAS & PACIFIC RAILWAY CO.  
AND ITS SUBSIDIARIES,  
By B. C. JAMES,  
*Director of Personnel.*  
TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS,  
By B. C. JAMES,  
*Assistant to President.*

Witness:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## MEMORANDUM OF AGREEMENT

BETWEEN BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN *and* THE TEXAS & PACIFIC RAILWAY CO., ITS SUBSIDIARY LINES, AND TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS

Memorandum of Agreement between Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen, hereinafter sometimes referred to as "the Organizations," The Texas and Pacific Railway Co., its subsidiary lines (including The Fort Worth Belt Railway Co. as to the Brotherhood of Railroad Trainmen only), and Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans (except as to the Order of Railway Conductors), which will hereinafter be referred to as "Carrier," made this 8th day of March 1950.

The parties hereto are concurrently entering into agreements covering limitations on time for filing of claims and also on the disposition of a large number of grievances, and the purpose of this agreement is to fix a method of procedure for the handling of claims for compensation or grievances arising under the agreement between the respective organizations and the Carrier (excluding discipline cases).

### IT IS AGREED:

1. All claims shall be filed with the Superintendent of the Division. When a train service, engine service or yards service employee's time slip is disallowed in whole or in part, through the issuance of a declination or correction slip (presently known as Form 904), the employee, directly or through his representative, shall have the right to appeal initially therefrom to the Division Superintendent.
2. Such appeals shall be made to the Division Superintendent within 90 days of the date of declination or correction slip.
3. Copies of declination or correction slip will also be furnished both the General Chairman and Local Chairman of the organization involved and shall show the facts and the reason for the disallowance or correction.
4. Promptly after such appeal to the Division Superintendent, the organization representative, either Local Chairman or General Chair-

man, or both, will confer with the Division Superintendent, or his designee, in an effort to make a joint statement of facts. Failing to reach an agreement on such statement of facts, each will prepare their ex parte statement; and these statements shall be the basis upon which the claim will thereafter be handled.

5. The Division Superintendent, or his designee, and the organization representative shall make a conscientious effort to adjust the claim.

6. Failing disposition of the claim through such conference, the Division Superintendent will render his decision, giving the reason for declining the claim.

7. Within the times provided by the respective limitations agreements of the declination by the Division Superintendent, the General Chairman may appeal from such decision to the highest officer designated by the Carrier for the handling of claims. The claims shall be prosecuted in accordance with the limitations agreements; otherwise the claims shall be deemed abandoned.

8. The officer designated by the Carrier for the handling of claims will, upon request of the General Chairman, confer with regard thereto before rendering his decision; in the case of the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen, if a conference is requested by the Organization representative, the time provided in section 17 (a) of Agreement of August 11, 1948, in the clause reading:

If not so notified the claim or grievance shall be considered valid and settled accordingly \* \* \*

shall be computed to run from the date of the ending of such conference.

9. The term used in the limitation agreements of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen in section II B (3), "proceedings for the final disposition of the claim," and in section 17, paragraph (c) of the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen agreement of August 11, 1948, reading "proceedings before a tribunal having jurisdiction pursuant to law or agreement" are defined to mean proceedings before the National Railroad Adjustment Board, arbitration, special adjustment board, National Mediation Board, Emergency Board proceedings, strike ballot or courts; and, with respect to Grand Lodge Officer handling, shall be subject to section II B (4) of an agreement of this same date with the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, and Section II D of an agreement of this same date with the Brotherhood of Locomotive En-

gineers and the Brotherhood of Locomotive Firemen and Enginemen.

10. Where the parties enter into a standby agreement with respect to specified claims to await the outcome of proceedings in a case deemed by them to be controlling, it is agreed that the time limitations shall not run against such standby claims.

11. It is agreed that where an appeal states that it covers all subsequent dates, it is not necessary for the Organizations to make separate appeals for such subsequent dates in order to avoid running of limitations. All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier.

12. It is agreed that claims may be filed either by the Local or General Chairman of the Organizations or by the individual involved.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
By J. M. DEAN,  
*General Chairman,*

Approved:

H. C. HOBART,  
*Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCOMOTIVE FIREMEN,  
AND ENGINEMEN,  
By W. J. BROWN,  
*General Chairman.*

Approved:

B. M. ALVORD,  
*Vice President.*

ORDER OF RAILWAY CONDUCTORS,  
By J. W. KENNEDY,  
*General Chairman.*

Approved:

C. H. BINGHAM,  
*Acting Vice President.*

BROTHERHOOD OF RAILROAD TRAINMEN,  
By L. A. AUCOIN,  
*General Chairman.*

Approved:

C. H. SMITH,  
*Vice President.*

For the Carriers:

THE TEXAS & PACIFIC RAILWAY Co.,  
By B. C. JAMES,  
*Director of Personnel.*

THE TEXAS PACIFIC-MISSOURI PACIFIC  
TERMINAL RAILROAD OF NEW ORLEANS,  
By B. C. JAMES,  
*Assistant to President.*

THE FORT WORTH BELT RAILWAY Co.,  
By B. C. JAMES,  
*Director of Personnel.*

Witness:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## MEMORANDUM OF AGREEMENT

BETWEEN BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN *and* THE TEXAS & PACIFIC RAILWAY Co.

It is understood by the parties to this Memorandum of Agreement that the proper interpretation of article 2, paragraphs (a-1), (b-1), and (c-1) in the Agreement with the Brotherhood of Locomotive Engineers, and article 2, paragraph (k) in the Agreement with the Brotherhood of Locomotive Firemen and Enginemen, in light of the First Division of the National Railroad Adjustment Board's Award No. 7656 is as follows:

Initial terminal delay involves some delay outside of ordinary routine such as station work. It means some interference requiring a stop. It does not include scheduled station stops such as at Avondale, La., or other similar station stops within yard limits or regular stops for railroad crossings, stop-and-proceed signals or similar stops regularly required by transportation rules or special instructions, either by this carrier or other railroads over which this carrier operates. It does, however, include being held at a crossing for another train or being held to meet another train, a derailment or other irregular occurrences.

The rule contemplates payment from the time ordered to leave until the last stop is made within yard limits. The effect of this rule is to include in the computation, not merely the actual delay, but the running time from the station to the conclusion of the last stop within the yard limits.

For example: A train leaves the New Orleans passenger station on time and arrives at Avondale on time and is held there 20 minutes to meet an opposing train. The engineer and fireman would be paid the scheduled running time, New Orleans passenger station to Avondale, plus 20 minutes as initial terminal delay. This is independent of the arbitrary allowed for doubling over at the New Orleans Passenger Station. The Passenger Station doubleover, although called terminal delay in the agreement relating to it, is not technically delay, but is an arbitrary for performing a special service. Where that is the only "delay," it is compensated for by the special agreement.



Another illustration: Train No. 2 out of El Paso is routed by way of the wye, thus consuming approximately 30 minutes from the station to Tower 47, whereas straight-away operation of other trains from the station to the tower consumes approximately 8 minutes. This does not constitute delay. It is normal routine operation, even though longer than the straight-away service.

Final terminal delay—if an inbound train enters the yard on time, but experiences delay as above described, and even though it reaches the station on time, the rule contemplates the crew will be paid terminal time from the time of the beginning of the delay until finally relieved.

It is understood that the claims of record for New Orleans terminal delay embraced within the foregoing principle will be paid. The same principle will be applied to the claims with respect to El Paso, Big Spring, and Monahans; and where no delay is involved at each of these points, the claims will be withdrawn. The foregoing principle shall constitute an interpretation of the rule and shall govern its future application.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
By J. M. DEAN,  
*General Chairman.*

Approved:

H. C. HOBART,  
*Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCOMOTIVE FIREMEN,  
AND ENGINEMEN,  
By W. J. BROWN,  
*General Chairman.*

Approved:

M. M. ALVORD,  
*Vice President.*

For the Carrier:

THE TEXAS & PACIFIC RAILWAY Co.,  
By B. C. JAMES,  
*Director of Personnel.*

Witnessed by:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## AGREEMENT BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN *and* THE TEXAS & PACIFIC RAILWAY Co.

IT IS HEREBY AGREED

### I

Where carload lots of milk or dairy products or carload lots of empty milk or cream cans have been handled in passenger trains, all claims of record by or on behalf of engineers, firemen, conductors, and trainmen for payment under freight rates and rules instead of passenger rates and rules will be allowed; *Provided, however,*

In the future when carload lots of milk or dairy products, empty milk or cream cans are handled in passenger trains, the engine and train service employees handling such train will be allowed an arbitrary payment of 1.6 cents per mile for the mileage such cars are handled by their train, with a minimum mileage of 100 miles for engineers and firemen and 150 miles for conductors and trainmen.

### II

Where less-than-carload lots of milk or dairy products, empty milk or cream cans or company material have been handled in passenger trains, all claims of record by or on behalf of the baggageman-brakeman and assistant baggageman-brakeman will be settled by allowing those claimants 1.6 cents per mile for the mileage such shipments are handled in the train, with a minimum payment of 150 miles; and all claims by or on behalf of conductor and any other members of the crew are hereby withdrawn.

In the future when less-than-carload lots of milk or dairy products, empty milk or cream cans, or company material are handled in passenger trains, the baggageman-brakeman (and assistant baggageman-brakeman, if any) will be allowed an arbitrary payment of 1.6 cents per mile for the mileage such shipments are handled in the train, with a minimum mileage of 150 miles.

NOTE.—It is understood that the term "company material" shall not include passenger department folders, railroad guides, tariffs, company magazines, company mail or station stationery and supplies. "Company material" shall include commissary supplies for section gangs.

This rule shall not apply to shipments of newspapers; nor shall it apply to company material where not more than six pieces are handled and no piece weighs more than 50 pounds.

The 1.6 cents per mile payments contemplated by this agreement shall be independent of any other earnings of the employee involved.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
By J. M. DEAN,  
*General Chairman.*

Approved:

H. C. HOBART,  
*Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEMEN,  
By W. J. BROWN,  
*General Chairman.*

Approved:

B. M. ALVORD,  
*Vice President.*

ORDER OF RAILWAY CONDUCTORS,  
By J. W. KENNEDY,  
*General Chairman.*

Approved:

C. H. BINGHAM,  
*Acting Vice President.*

BROTHERHOOD OF RAILROAD TRAINMEN,  
By L. A. AUCOIN,  
*General Chairman.*

Approved:

C. H. SMITH,  
*Vice President.*

For the Carrier:

THE TEXAS & PACIFIC RAILWAY Co.,  
By B. C. JAMES,  
*Director of Personnel.*

Witnessed by:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## AGREEMENT BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN *and* THE TEXAS & PACIFIC RAILWAY Co., TEXAS PACIFIC-MISSOURI PACIFIC, TERMINAL RAILROAD OF NEW ORLEANS

### IT IS HEREBY AGREED:

When cars in Fort Worth Terminal are moved from Lancaster Yard in road freight trains and are cut out of train in East Yard for any reason other than bad order and later delivered from East Yard to connecting lines or to industries or other tracks for loading or unloading or moved out on other road freight trains, where claim is made, the road freight crews handling the cars in their train between Lancaster Yard and East Yard will be paid a minimum yard day in addition to all other time earned. Also where claim is made by or on behalf of the first out extra engineer and extra fireman and the first, second, and third out extra yardmen, such claimants will be paid a minimum yard day, the senior yardman at foreman's rates and the other two yardmen at helpers' rates.

The payment specified in the foregoing paragraph will not be made to road freight crews or extra yard crews when such cars cut out of the road freight train in East Yard are returned to Lancaster Yard by a yard engine.

The principle controlling this agreement is that the movement of cars from one point to another point within the same yard limit where yard service is maintained constitutes yard work and should not be performed by road crews. This principle shall govern the similar movement of cars in road freight trains at New Orleans-Avondale and East Dallas-West Dallas.

It is understood that where a road crew has so moved a car which it is found necessary to set out at the second point, that if that car is returned to the first point by a yard crew, no violation will have occurred.

All claims of record will be paid on the foregoing basis.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
By J. M. DEAN,  
*General Chairman.*

Approved:

H. C. HOBART,  
*Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCOMOTIVE FIREMEN,  
AND ENGINEMEN,  
By W. J. BROWN,  
*General Chairman.*

Approved:

B. M. ALVORD,  
*Vice President.*

ORDER OF RAILWAY CONDUCTORS,  
By J. W. KENNEDY,  
*General Chairman.*

Approved:

C. H. BINGHAM,  
*Acting Vice President.*

BROTHERHOOD OF RAILROAD TRAINMEN,  
By L. A. AUCOIN,  
*General Chairman.*

Approved:

C. H. SMITH,  
*Vice President.*

For the Carriers:

THE TEXAS & PACIFIC RAILWAY CO.,  
By B. C. JAMES,  
*Director of Personnel.*

TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS,  
By B. C. JAMES,  
*Assistant to President.*

Witnessed by:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

## AGREEMENT BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN *and* THE TEXAS & PACIFIC RAILWAY CO., ITS SUBSIDIARY LINES, AND TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS

It is agreed by and between the above named parties as follows:

### I

The cases listed below covered by ORC-BRT Strike Ballot of September 28, 1949, will be withdrawn by the Committee of the Brotherhood of Railroad Trainmen without prejudice to their position thereon: 20 (a), 40, 41 (b), 68 (d), 69½, 69½ (a), 71 (m), and 71 (n).

### II

Carrier agrees with references to the cases listed below covered by ORC-BRT Strike Ballot of September 28, 1949, to the following:

*Case 41.*—Agreement will be negotiated with the Committees of the Order of Railway Conductors and Brotherhood of Railroad Trainmen to provide furnishing of uniforms to conductors and trainmen on an equitable basis, division of costs and limited numbers.

*Case 41 (c).*—Carrier agrees to attempt to negotiate rule to govern the aggregating of crews out of away-from-home terminals and in turn cancel any other agreements in conflict therewith, and if committees are unable to reach an agreement the dispute will be submitted to the special adjustment board. This provision to be applicable to the four Organizations.

*Case 68.*—Carrier will negotiate an agreement providing for time-and-a-half for overtime for yardmasters Texas Pacific-Missouri Pacific Terminal.

*Case 68 (a).*—Carrier will give the Committee of the Brotherhood of Railroad Trainmen a letter stating cabooses will be kept on the transfer runs in the Dallas terminal as long as conditions remain as at present, subject to change by 30 days' notice under the Railway Labor Act.

*Case 68 (b).*—Carrier will furnish letter agreeing to maintain water keg as long as conditions remain the same, subject to change by 30 days' notice under the Railway Labor Act.

*Case 69.*—Carrier agrees to furnish letter agreeing to maintain the skate man as requested in this case so long as conditions remain the same subject to change by a 30 days' notice under the Railway Labor Act.

Signed at Dallas, Tex., this 8th day of March 1950.

For the Organizations:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,  
By J. M. DEAN,  
*General Chairman.*

Approved:

H. C. HOBART,  
*Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCOMOTIVE FIREMEN  
AND ENGINEMEN,  
By W. J. BROWN,  
*General Chairman.*

Approved:

B. M. ALVORD,  
*Vice President.*

ORDER OF RAILWAY CONDUCTORS,  
By J. W. KENNEDY,  
*General Chairman.*

Approved:

C. H. BINGHAM,  
*Acting Vice President.*

BROTHERHOOD OF RAILROAD TRAINMEN,  
By L. A. AUCOIN,  
*General Chairman.*

Approved:

C. H. SMITH,  
*Vice President.*

For the Carriers:

THE TEXAS & PACIFIC RAILWAY Co.,  
By B. C. JAMES,  
*Director of Personnel.*  
TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL RAILROAD OF NEW ORLEANS,  
By B. C. JAMES,  
*Assistant to President.*

Witnessed by:

EMERGENCY BOARD No. 80,  
FRANK M. SWACKER, *Chairman.*  
PAUL G. JASPER, *Member.*  
THOMAS F. GALLAGHER, *Member.*

