

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

CREATED APRIL 11, 1950
PURSUANT TO SECTION 10 OF
THE RAILWAY LABOR ACT

To investigate disputes concerning requests for a five-day workweek and changes in working rules involving employees represented by the Railroad Yardmasters of America and 66 Carriers represented by the Eastern Carriers' Conference Committee, the Western Carriers' Conference Committee and the Southeastern Carriers' Conference Committee.

(NMB Case No. A-3330)

CHICAGO, ILLINOIS

JUNE 15, 1950

LETTER OF TRANSMITTAL

CHICAGO, ILLINOIS, *June 15, 1950*

THE PRESIDENT,

The White House.

MR. PRESIDENT: The Emergency Board appointed by you under Executive Order dated April 11, 1950, pursuant to section 10 of the Railway Labor Act, to investigate disputes between certain employees represented by the Railroad Yardmasters of America and 66 Carriers represented by the Eastern Carriers' Conference Committee, the Western Carriers' Conference Committee and the Southeastern Carriers' Conference Committee, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted,

ROGER I. McDONOUGH, *Chairman.*

MART J. O'MALLEY, *Member.*

GORDON S. WATKINS, *Member.*

(i)

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INTRODUCTORY STATEMENT

The dispute which this Board was appointed to investigate, directly involves yardmasters on many of the important railroads of the United States and indirectly the yardmasters on all other railroads in this Nation. The total number involved directly or indirectly will number between six and seven thousand subordinate officials of the railways.

The Carriers are represented in this proceeding by the three Carriers' Conference Committees and the employees by the Railroad Yardmasters of America.

Appendix A contains the President's Executive Order dated April 11, 1950 creating this Board; Appendix B contains the appearances for each of the parties; Appendix C contains a list of the railroads represented.

This dispute is an outgrowth of the demands of 16 nonoperating Organizations submitted to the Carriers on April 10, 1948. Those demands were progressed through the various stages, including presentation to Emergency Board 66, the report of which was filed on December 17, 1948. Subsequent to the filing of that report the 16 Organizations entered into contracts with the Carriers, which contracts were in general accord with the findings and recommendations of that Board.

However, at the time of the execution of the contract, this Organization (Railroad Yardmasters of America) had an understanding that when the Order of Railway Conductors and the Brotherhood of Railway Trainmen made demands for a 40-hour week for yard service employees, that part of the demands of the 16 Organizations submitted to the carriers on April 10, 1948, and having to do with the shortened workweek, would again be discussed between the carriers and the Railroad Yardmasters of America. It was also understood that such demand would be considered without a new notice under the Railway Labor Act. Negotiations were resumed on September 22, 1949 and on September 24, 1949, the Organization submitted its revised demands in the form of a proposed contract, which proposal, by omission, eliminated a number of demands made originally on April 10, 1948. Said revised proposal is as follows:

Proposed by

Railroad Yardmasters of America

September 24, 1949

A G R E E M E N T

"This agreement made as of _____ at Chicago, Illinois by and between the participating carriers, listed in Exhibits A, B and C attached hereto and made a part hereof, represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such carriers, as represented by RAILROAD YARDMASTERS OF AMERICA and covered by their separate agreements.

WITNESSETH:

"IT IS AGREED THAT:

"The term 'yardmaster' wherever it appears in this agreement refers to and includes all employees covered by this agreement.

"Effective October 1, 1949, all existing agreements shall be revised to provide:

"Two regular rest days each week shall be assigned to each position, without reduction in the monthly compensation in effect as of September 30, 1949. Rest days shall be designated by the Management and, consistent with the requirements of the service, will be given in accordance with seniority as far as practicable. Such assigned rest days shall be consecutive to the fullest extent possible. The carrier may assign non-consecutive rest days only in instances where consecutive rest days would necessitate regularly working any yardmaster in excess of five (5) days per week. A yardmaster who is required to work on either or both of the rest days of the position to which he is regularly assigned shall be paid therefor at the rate of time and one-half.

"An unassigned yardmaster who is required to work as a yardmaster on more than five (5) consecutive calendar days shall be paid time and one-half for the sixth and seventh consecutive days, but shall not have the right to claim work on such sixth or seventh days.

"Where regular relief requirements consist of five (5) days' work per week, relief yardmaster positions will be established and filled in accordance with appropriate rules of the applicable agreement.

"Where relief requirements regularly consist of four (4) days' work per week, relief yardmaster positions providing for four (4) days' work per week may, by agreement with the General Chairman, be established and filled in accordance with the rules of the applicable agreement. Employees assigned to such positions will have preference on the fifth day over extra men for available extra work covered by this agreement. Employees assigned to such positions will for each day worked be compensated in accordance with appropriate rules of the applicable agreement.

"Where present rules provide for computing a day's pay by dividing the annual salary by 313, the divisor shall be changed from 313 to 261. Where such rules are in effect, the straight time hourly rate will be determined by dividing the monthly rate by 174.

"Agreements that do not now provide for computation of a day's pay either by use of the 313 divisor or on the basis of calendar days in the month less rest days, shall be revised to provide that a day's pay will be computed on the basis of calendar days in the month less the rest days.

"Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of 200 hours per month.

"All existing weekly and monthly guarantees shall be reduced to five days per week. Nothing in this agreement shall be construed to create a

guarantee of any number of hours or days of work where none now exists.

"The number of paid vacation days for which an employee is eligible under any vacation rule shall be reduced by one-sixth, and the qualifying period shall likewise be reduced by one-sixth.

"Existing sick leave rules will be revised to reduce sick time allowances thereunder by one-sixth, and the qualifying time for sick leave privileges will likewise be reduced by one-sixth.

"Where seniority rules now include provisions for qualifying periods of sixty or more days, such qualifying time will be reduced by one-sixth.

"Except as provided in this agreement, existing rules of individual agreements are not changed hereby.

"This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees."

Carriers' Proposal

"This agreement made this _____ day of _____, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto, and hereby made a part hereof, and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon represented by the Railroad Yardmasters of America, through its Conference Committee:

Section 1.

"(a) Effective _____, the carriers will establish for Yardmasters, subject to the exceptions contained in this agreement, a work week of five consecutive days with two days off in each seven, except as hereinafter provided.

"NOTE: The term 'Yardmaster' as used in this agreement shall include only those classifications of yard supervisors now covered by the scope of individual agreements.

"Due to the necessity of changing existing assignments to conform to the reduced work week provided for in the first paragraph, the carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect, listing the days off of regular assignments and advertising regular relief assignments.

"(b) After assignments, as referred to above have been made, changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2.

"The term 'work week' for regularly assigned Yardmasters shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned Yardmasters shall mean a period of seven consecutive days starting with Monday.

Section 3.

"(a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra or unassigned Yardmasters. Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work.

"(b) Nothing in this agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned Yardmaster.

Section 4.

"In instances where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief Yardmasters, the carriers may assign non-consecutive days off or the days off may be accumulated over a period not to exceed five consecutive weeks.

Section 5.

"The days off of extra or unassigned Yardmasters need not be consecutive.

Section 6.

"(1) Existing rules which relate to the payment of daily overtime and practices thereunder are not changed hereby and shall be understood to apply to regular, regular relief, and extra and unassigned Yardmasters.

"(2) Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, etc., also for calls, basic day, transfer time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 11) and similar rules are not affected by the provisions of this agreement.

"(3) A regularly assigned Yardmaster who is required to work on either or both of the rest days of the position to which he is regularly assigned shall be paid therefor at the rate of time and one-half, and extra or unassigned Yardmasters worked as such more than five consecutive days in a work week shall be paid time and one-half the basic straight time rate for such excess work, except:

"(a) Where days off are being accumulated under Section 4 of this agreement.

"(b) Where moving from one assignment to another.

"(4) There shall be no overtime on overtime; neither shall overtime hours paid for nor time paid for at straight time rate under exceptions (a) and (b) of paragraph (3) of this Section 6, be utilized in computing the five consecutive days referred to in paragraph (3) of this Section 6, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Section 7.

"No Yardmaster shall have a right to claim more than five days of Yardmaster's work in work week, except where brought about by the exercise of seniority — bidding or displacement, as the case may be — in which event the Yardmaster will be permitted to work the assigned working days of the assignment which he bids or selects at the straight time rate.

Section 8.

"Any tour of duty other than as Yardmaster will not be considered in any way in connection with the application of the provisions of this agreement.

Section 9.

"Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this agreement shall be construed to create a guarantee where none now exists.

Section 10.

"The number of paid vacation days for which a Yardmaster is eligible under any vacation rule shall be reduced by one-sixth, and the qualifying period, where expressed in days, shall likewise be reduced by one-sixth.

"Existing sick leave rules will be revised to reduce sick time allowances thereunder by one-sixth, and the qualifying time, where expressed in days, for sick leave privileges will likewise be reduced by one-sixth.

Section 11.

"Where starting time rules appear in individual agreements, relief assignments may on different days have different starting times subject to the starting time rules of the individual agreements, and no penalty pay with accrue by reason of starting time being different on different days of the work week.

Section 12.

"Stationmasters shall only be subject to the provisions of this agreement where such positions are included in the scope of Yardmasters' agreements on the individual properties.

Section 13.

"Existing agreements shall be revised to conform to the provisions of this agreement."

Conferences across the table were held on the instant matter and no agreement having been reached, mediation was requested January 11, 1950, and that having failed, the National Mediation Board was advised under date of April 1, 1950, that the yardmasters would withdraw from service at 6:00 a.m. E.S.T. on Wednesday, April 12, 1950. Arbitration was suggested and was agreed to by both parties, but the time element did not permit fruition of that effort to settle the difficulty. In view of the fact that this matter progressed under the notice of April 10, 1950, there was no need for a new strike ballot, and the action of calling for a strike was based on the strike ballot of the 16 Nonoperating Organizations. (This strike ballot is reproduced on page 57 of the report of Emergency Board 66).

The President having declared an emergency under date of April 11, 1950, the members of this Board were appointed nine days thereafter. The Board met in Chicago April 24, 1950, organized, elected a chairman and outlined procedures. The Alderson Reporting Company was named as the official reporters.

Hearings in the instant case were postponed because the Board was preoccupied with the case involving the ORC and BRT, but the taking of evidence was commenced on May 11, 1950 and concluded on May 18, 1950. By stipulation of the parties, and approval of the President, the time for submitting a report was extended to June 15, 1950.

The record consists of 10 volumes, 1,052 pages, and 17 exhibits.

At various times the Board conferred with representatives of the parties separately to explore the possibilities of settling the dispute by mutual agreement. The parties were never close in their views; there were many items that prevented settlement.

THE ISSUES

The issues involved in the proposal of September 24, 1950, squarely present the demand for a 5-day week with no reduction in pay, together with the question of appropriate rules to make the proposed workweek effective from and after October 1, 1949.

The carriers contend that the question of a 5-day week, together with what, if any, wage adjustment should be made if the 5-day week is approved, necessitates a presentation on the merits of such proposed shortened workweek and adjustment in pay for yardmasters.

I. POSITION OF EMPLOYEES

The contention of the employees is that the merits of the 40-hour week with 48 hours' pay were presented to and decided by Emergency Board 66 in favor of those classes or crafts that were considered nonoperating; that because it was presented to that Board, and because the contention of a great number of employees was sustained, that Board had no basis for refusing to grant the demands of the yardmasters.

It is the employees' contention that they are unlike operating employees and supervise a great number of other employees who have received the 40-hour week with 48 hours' pay. It is also their contention that the carriers should have seen the inequity and should have granted the 5-day week with retention of take-home pay effective on the same date it was granted to the other organizations with which they were affiliated in the "nonoperating" movement.

In support of its position the Organization produced a number of witnesses who gave evidence of the source of labor supply from which yardmasters are taken, the various classes which they supervise, the fact that the yardmasters are affiliated with the nonoperating" movement for betterment of their working conditions, and that Emergency Board 66 erred in its finding with reference to yardmasters. The Organization offered nine exhibits, numbered from 1 to 9, which were received in evidence. No. 1 of the exhibits thus offered and received is a copy of the report of Emergency Board 66; No. 2 is the proposed agreement for changes in the rules to effectuate the 5-day week as proposed; No. 3 is a

selection of excerpts of the evidence given in the hearing before the Leiserson Board (Emergency Board 66); No. 4 contains excerpts of the evidence of L. W. Horning before Emergency Board No. 81, which heard the case of the Order of Railway Conductors and Brotherhood of Railroad Trainmen, said Board being composed of the same persons now sitting on the present Board; No. 5 is a showing of representations made before Board No. 66; No. 6 contains excerpts of briefs and of the holding of the Circuit Court of Appeals for the Seventh Circuit of the United States in cases numbered 63 and 64, and being *Order of Railway Conductors et al vs. Swan et al* and *Williams et al vs. Swan et al*; No. 7 includes the opinions of the Supreme Court of the United States in the above named and numbered cases; No. 8 compares rates of pay of yardmasters, train dispatchers and train directors; No. 9 sets out the orders of the Director General of Railroads, fixing the monthly compensation of yardmasters and train dispatchers under date of October 15 and 17, 1918.

With such evidence before the Board the Organization rested.

II. POSITION OF THE CARRIERS

The Carriers offered 8 exhibits, all of which were received in evidence. These exhibits were marked A, B, and 1 to 6.

Exhibit A contains the Report of Emergency Board 66 and agreements made by the 16 Organizations pursuant thereto, together with the proposed agreement of the Organization to effectuate the 40-hour week; exhibit B contains the proposed rules of both parties to effectuate a 40-hour week; No. 1 contains tables showing a total of 7,763 yardmasters on all roads, and 6,327 on 131 railroads; No. 2 contains statistics showing the number of yardmasters represented by each of the various organizations, their hourly earnings as compared with those of train service and nonoperating employees and employees in durable goods industries; No. 3 contains evidence on claimed error in the Emergency Board 66 report as to earnings and production in the railroad industry; No. 4 contains evidence on the volume of traffic in the railroad industry; No. 5 shows the financial condition of the industry together with the costs of betterments and indicating the position of the industry in comparison with other industries; No. 6 shows the relative position of yardmasters in their earning capacity together with figures showing the maximum increase that may be granted in hourly rates on changing over to the 40-hour week when a comparison of earnings is made between yardmasters and other subordinate officials.

DISCUSSION

Merits of the 5-day Week. It has been said many times that the 40-hour workweek with time and one-half in excess thereof is the prevailing practice in most industries. It has been established in some of the transportation industries, especially where these do not operate or reduce operations on the 6th and 7th days. This fact was recognized by Emergency Board 66 and yet that Board refused such working conditions to the class now before this Board. It is certain that a 5-day week for this class of railroad employees cannot be established on a Monday to Friday basis. If established, it must be on a basis of 5 days per week with overtime on the 6th and 7th days of the workweek. The cost to the industry in establishing such workweek will be rather high and will necessitate an opportunity by the Carrier to eliminate positions where possible on the 6th and 7th days of the workweek, especially where those days are the ones that usually have reduced traffic and, consequently, there is no need for the full complement of workers. It may be asserted by some that no compression should be permitted, but that would compel employment when no need exists and would deny the right of management to cut down its force to the size required by existing circumstances.

Some Unique Features of the Case. We are here confronted with a rather unique situation. The Organization has proposed a contract for a 5-day workweek retroactive to October 1, 1949. To support its contention that such be granted, the Organization has presented to this Board evidence to the effect that Emergency Board 66, which heard its case in 1948, committed error. The Organization asserts that the carriers should have taken cognizance of such error and rectified it, and that this Board should examine the report of that Board and declare it to be unsound.

The Organization insists that this Board should examine said report and declare its findings erroneous, even though the parties to this proceeding negotiated and executed a contract which was in compliance with the findings of Emergency Board 66. That contract conferred some benefits upon the yardmasters which have been and are now accruing to each yardmaster.

This Board is a fact-finding agency which has no power to review the findings and recommendations of similar boards. We must make our report on the facts presented to us: on facts which apply to the merits of the proposal of the Organization, on the one hand; and facts that go to the heart of the proposal of the carriers, on the other hand. We have no powers of review, but even if we did have it would necessitate the presentation to this Board of

all the evidence presented to Emergency Board 66. We decline to examine said report for the purpose of making any declaration on claimed error or inequity.

The Evidence. The evidence on the merits impresses us as unsatisfactory. The point of view of the Organization was such that it produced very little that could apply to the merits of its proposal. Witnesses did discuss the proposed rules and to that extent their evidence has probative value and will be of some aid in arriving at a solution of the problems presented.

From the beginning the Carriers insisted that the merits of the proposals should be investigated. However, the Carriers' evidence was hinged upon the granting of the 5-day week and extended only to the point of showing that even if the 5-day week were granted, no adjustment of pay should be granted; or if some adjustment of the hourly earnings were granted, it should be such as not to throw the hourly earnings of yardmasters out of line with the rates paid to workers within and without the industry.

The Carriers likewise discussed the proposed rules of the Organization and their own counter proposals. Such evidence was applicable to this phase of the proceeding which involved working rules to effectuate a 5-day week.

After careful consideration of all the evidence before this Board, it is felt that the workweek of the yardmasters can and should be reduced to 5 days. Such a workweek is in conformity with the length of the workweek in outside industry and with the length of the workweek in many of the departments and classes of work in the railroad industry; it likewise is in conformity with the shortened workweek recommended for yard service employees by Emergency Board 81 on this date. If the recommendation is adopted, yardmasters' basic workweek will henceforth be practically the same as that of each and every employee whom they supervise.

Necessary Adjustments in Pay. On the matter of adjustments in the hourly rate for this class of work, it is necessary to take note of the rates paid to other supervisors and subordinate officials and likewise to evaluate the relative wage position of this occupation in the past, in the present, and after an adjustment in wages is granted, to the end that this Board's recommended adjustment may keep such rates in their proper relative position.

It is claimed by the Carriers that not to exceed 3 cents per hour may be added to the rates of yardmasters to place them in their proper relative position with all other production workers for the years 1929 to 1932; that not to exceed 5.4 cents per hour

may be added to such rates to place yardmasters in their proper relative position with the nonoperating classes for the years 1921 to 1947; that not to exceed 12.2 cents per hour may be added to such rates to make such rates fall in line with the 1921 comparison of rates between other supervisory employees and the yardmasters. In this case we are not favored with any evidence on this phase of the proceeding which controverts or questions such showing of the relative position of yardmasters' rates from 1921 to this date.

In effectuating a 5-day week in conformity with the conditions of this report, it will be necessary that both the salary and hours of yardmasters be reduced one-sixth. The hourly increase recommended by this report should be multiplied by 200 and the figure thus obtained should be added to the reduced monthly salary.

The hourly rate would then be $1/174$ of the monthly rate. The daily rate could be ascertained by multiplying the monthly salary by 12 and then dividing the result by 261.

The Problem of Rules. While the parties to this proceeding should be able to agree on reasonable working rules, it seems that it is necessary that this Board place a few markers along the road to a revision of existing rules. Both parties agree that some revision is necessary, but each seems to desire certain wording in order to effectuate the plan of the shortened workweek.

The suggestions which follow do not cover the whole field, but we believe they are sufficient to give to each party that which we deem necessary to convert from a 6 to a 5-day week.

In effectuating a 5-day week in yard operations it may be necessary for management to have the right to stagger working assignments. Existing assignments should be reduced to a 5-day basis, but such reduction should not grant the right to exercise displacement privileges. Notice of rest days for each assignment should be given in some convenient form. All changes in assignments should be made in accordance with the rules and practices now in effect. The workweek should be defined as beginning on the first day of the assignment, but for unassigned yardmasters the workweek could be made the calendar week.

It would seem advisable that the Carrier should be permitted to compress work on the two relief days of the week so that the shortened week may be attained without burdensome and unnecessary costs, but where relief assignments are necessary to maintain the service on relief days of regular assignments, the employee assigned thereto should be compensated in accordance with the

appropriate rules of the agreement. Where relief requirements regularly consist of 5 days' work per week, relief yardmasters' positions should be established by assignment. The necessity of the service should govern. The Carrier should be permitted to assign non-consecutive rest days whenever consecutive rest days would cause or necessitate working any yardmaster in excess of 5 days. It should be agreed that time beyond the 5-day week would be compensated at time and one-half, excepting when moving from one assignment to another or when rest days are being accumulated. It should be plainly stated that an extra or unassigned man who, as such, works as relief man for the regular holder, shall be given all the benefits and detriments of the regular assignment during the time he is filling the same. This should apply regardless of the reason for the vacancy in the regular assignments.

The rules should provide for reducing paid vacations and sick leave by one-sixth.

This Board feels that the above suggestions are sufficient and that appropriate rules can and will be negotiated to effectuate the changed working conditions.

FINDINGS AND RECOMMENDATIONS

After carefully examining all the evidence submitted in this case and after a careful evaluation of all data and oral evidence in the concurrent case of the Order of Railway Conductors and the Brotherhood of Railway Trainmen, this Board submits the following findings and recommendations:

1. As indicated above, we find that this Board cannot review the report of Emergency Board 66 to ascertain whether or not it was in error in respect to its recommendations in regard to yardmasters.

2. From an evaluation of all the evidence placed before this Board and from a consideration of the evidence received in the concurrent case on the same subject matters, this Board finds that a 5-day workweek for yardmasters is feasible and should be adopted, and it further finds that the salaries of yardmasters should be reduced one-sixth.

3. It is further found from the evidence that the hourly rate of yardmasters should be increased 18 cents. This increase to be figured on the new rate and determined according to the above formula. This figure is higher than the highest amount shown in the Carriers' exhibits which were received in this case, but is the amount which this Board feels should be added to such hourly

rate to place the rates and earnings of yardmasters in their proper position when considered in the light of comparative studies of the relative rates of other supervisory officials of the same or equivalent grade in the railroad industry, and the relative rates of those whom they supervise.

4. The recommendation of this Board is that the suggested change be made as of the 1st day of October, 1950. It is felt that this will give ample time to make all necessary arrangements both as to assignments and rules. It is the feeling of the Board that the rule changes should be made by negotiation and in conformity with our suggestions contained in the above discussion.

Respectfully submitted.

ROGER I. McDONOUGH, *Chairman*
MART J. O'MALLEY, *Member*
GORDON S. WATKINS, *Member*

APPENDIX A

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE CARRIERS REPRESENTED BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE, THE WESTERN CARRIERS' CONFERENCE COMMITTEE, AND THE SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE, AND CERTAIN OF THEIR EMPLOYEES.

WHEREAS a dispute exists between the carriers represented by the Eastern Carriers' Conference Committee, the Western Carriers' Conference Committee, and the Southeastern Carriers' Conference Committee, and certain of their employees represented by the Railroad Yardmasters of America, a labor organization; and

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

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive 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 carriers represented by the Eastern Carriers' Conference Committee, the Western Carriers' Conference Committee, or the Southeastern Carriers' Conference Committee, or their employees in the conditions out of which the said dispute arose.

(Signed) HARRY S. TRUMAN

THE WHITE HOUSE,
April 11, 1950.

APPENDIX B

LIST OF APPEARANCES

APPEARANCES ON BEHALF OF THE RAILROAD YARDMASTERS OF AMERICA, (A. F. OF L.)

M. B. Schoch, President, Railroad Yardmasters of America.
V. W. Smith, Vice President, Railroad Yardmasters of America.
G. E. Leighty, President, Order of Railroad Telegraphers.
Lester P. Schoene, Counsel for the Railroad Yardmasters of America.

APPEARANCES IN BEHALF OF THE CARRIERS

EASTERN CARRIERS' CONFERENCE COMMITTEE:

L. W. Horning (Chairman), Vice President, Personnel and Public Relations, New York Central System.
F. J. Goebel, Vice President, Personnel, Baltimore and Ohio Railroad.
H. E. Jones, Chairman, Executive Committee, Bureau of Information of the Eastern Railways.
J. W. Oram, Chief of Personnel, Pennsylvania Railroad.
E. B. Perry, Assistant Vice President, Personnel, New York, New Haven and Hartford Railroad.

WESTERN CARRIERS' CONFERENCE COMMITTEE:

D. P. Loomis, Chairman, The Association of Western Railways.
E. J. Connors, Vice President, Union Pacific Railroad.
S. C. Kirkpatrick, Assistant to Vice President, The Atchison, Topeka and Santa Fe Railway.
T. Short, Chief Personnel Officer, Missouri Pacific Lines.
J. J. Sullivan, Manager of Personnel, Southern Pacific Company.
R. F. Welsh, Executive Secretary, The Association of Western Railways.

SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE:

C. D. Mackay (Chairman), Assistant Vice President, Southern Railway.
W. S. Baker, Assistant Vice President, Atlantic Coast Line Railroad.
F. K. Day, Jr., Assistant General Manager, Norfolk & Western Railway.
C. R. Hook, Jr., Vice President, Chesapeake & Ohio Railway.
C. A. McRee, Director Personnel, Seaboard Air Line Railroad.
A. J. Bier, Manager, Bureau of Information, Southeastern Railways.

COUNSEL FOR THE CARRIERS' CONFERENCE COMMITTEES:

Howard Neitzert, Sidley, Austin, Burgess & Smith, Chicago, Illinois.
H. Merle Mulloy, General Solicitor, Reading Company.
Bruce Dwinell, General Attorney, Chicago, Rock Island and Pacific Railroad.
Burton Mason, General Attorney, Southern Pacific Company.
J. P. Hamilton, General Attorney, Louisville & Nashville Railroad.

APPENDIX C

CARRIERS REPRESENTED BY THE REGIONAL CARRIERS' CONFERENCE COMMITTEES

EASTERN RAILROADS

Baltimore & Ohio Railroad Company
B & O Chicago Terminal Railroad Company
Boston & Maine Railroad
Chesapeake & Ohio Railway Company
Pere Marquette District
Cleveland Union Terminals
Delaware, Lackawanna & Western Railroad
Pennsylvania Railroad Company
Pittsburgh, Chartiers & Youghiogeny Railway
Pittsburgh & Lake Erie

SOUTHEASTERN RAILROADS

Atlantic Coast Line
Chesapeake & Ohio (Chesapeake District)
Clinchfield
Florida East Coast
Gulf, Mobile & Ohio — Northern Region
Jacksonville Terminal
Kentucky & Indiana Terminal
Louisville & Nashville
Norfolk & Portsmouth Belt Line
Norfolk Southern
Richmond Fredericksburg & Potomac
Richmond Terminal
Potomac Yard
Seaboard Air Line
Southern Railway
Alabama Great Southern
Cincinnati New Orleans & Texas Pacific
Georgia Southern & Florida
New Orleans & Northeastern
New Orleans Terminal
Virginian

WESTERN RAILROADS

Atchison, Topeka & Santa Fe Railway
Gulf, Colorado & Santa Fe Railway
Panhandle & Santa Fe Railway
Kansas City Southern Railway
Kansas City Terminal Railway
Minneapolis & St. Louis Railway
Railway Transfer Company — Minneapolis

Minneapolis, St. Paul & Sault Ste. Marie Railroad
Duluth, South Shore & Atlantic Railway
Mineral Range Railroad
Minnesota Transfer Railway
Missouri Pacific Railroad
Northern Pacific Railway
Northern Pacific Terminal Company of Oregon
Ogden Union Railway & Depot Company
Port Terminal Railroad Association
Chicago, Burlington & Quincy Railroad
Chicago, Great Western Railway
Chicago, Milwaukee, St. Paul & Pacific Railroad
Chicago, Terre Haute & Southeastern Railway
Chicago, Rock Island & Pacific Railroad
Denver & Rio Grande Western Railroad
Fort Worth & Denver City Railway
Wichita Valley Railway
St. Louis-San Francisco Railway
St. Louis, San Francisco & Texas Railway
Southern Pacific Company (Pacific Lines)
Spokane, Portland & Seattle Railway
Oregon Trunk Railway
Oregon Electric Railway
Terminal Railroad Association of St. Louis
Fort Worth Belt Railway
Union Pacific Railroad
Wabash Railroad
Western Pacific Railroad

