

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

APPOINTED APRIL 26, 1950, BY EXECUTIVE ORDER
10125, PURSUANT TO SECTION 10 OF THE
RAILWAY LABOR ACT, AS AMENDED

To investigate an unadjusted dispute between The Chicago
and Illinois Midland Railway Company and certain of its
employees represented by the Brotherhood of Railroad Train-
men, a labor organization.

(NMB No. A-3381)

SPRINGFIELD, ILL.
MAY 19, 1950

LETTER OF TRANSMITTAL

SPRINGFIELD, ILL., *May 19, 1950.*

THE PRESIDENT,
The White House.

DEAR MR. PRESIDENT: The Emergency Board appointed by you on April 26, 1950, under Section 10 of the Railway Labor Act, as amended, to investigate an unadjusted dispute between The Chicago and Illinois Midland Railway Company and certain of its employees represented by the Brotherhood of Railroad Trainmen, a labor organization, has the honor to submit herewith its report.

Respectfully submitted.

ANDREW JACKSON, *Chairman.*

JOSEPH S. KANE, *Member.*

HARRY H. SCHWARTZ, *Member.*

REPORT

April 26, 1950, the President of the United States issued the following Executive Order No. 10125, creating an Emergency Board:

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE CHICAGO AND ILLINOIS MIDLAND RAILWAY COMPANY AND CERTAIN OF ITS EMPLOYEES

Whereas a dispute exists between the Chicago & Illinois Midland Railway Company, a carrier, and certain of its employees represented by the Brotherhood of Railroad Trainmen, a labor organization; and

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

Whereas this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a large section of the country of essential 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 Chicago & Illinois Midland Railway Company or its employees in the conditions out of which the said dispute arose.

(Signed) HARRY S. TRUMAN.

THE WHITE HOUSE,

April 26, 1950.

May 1, 1950, the President designated and appointed Andrew Jackson of New York City; Harry H. Schwartz of Casper, Wyo.; and Joseph S. Kane of Seattle, Wash.; to make said investigation and to report to him.

The Emergency Board investigation began at 10 o'clock, a. m., at the Leland Hotel in Springfield, Ill., in a designated room. Shortly, prior thereto, at an organization meeting, Andrew Jackson was elected chairman, and the board approved the designation of Alderson Reporting Company as official reporters. By agreement of the representatives of the Carrier and the Employees, the Board fixed the hours for daily hearing from 10 a. m. until 2 p. m.

Appearances were entered as follows:

For the Employees:

- J. A. Rash, deputy president, Brotherhood of Railroad Trainmen, Frankfort, Ind.;
- A. R. Parsons, general chairman, Brotherhood of Railroad Trainmen, Taylorville, Ill.;
- R. B. Moran, vice chairman, Taylorville, Ill.;
- F. Zock, secretary general committee, Springfield, Ill.

For the Carrier:

- E. G. Young, vice president of Chicago & Illinois Midland Railway Co.;
- C. D. Forth, assistant general attorney of the Chicago & Illinois Midland Railway Co.;
- C. E. Frankenfeld, personnel officer of the Chicago & Illinois Midland Railway Co.;
- M. E. Gustaveson, superintendent of the Chicago & Illinois Midland Railway Co.

All of the above gentlemen reside in Springfield, Ill.

Prior to the President's Executive order, creating the Board, officers of the Brotherhood of Railroad Trainmen circulated a ballot among the employees it represented on the Chicago & Illinois Midland Railway Co. for a vote whether or not a legal strike should be called if the matters in dispute were not settled. The result was an overwhelming vote in favor of a strike.

The matters in dispute, as listed in the ballot, were as follows:

OFFICIAL BALLOT

SPRINGFIELD, ILLINOIS.

TO ALL MEMBERS OF THE BROTHERHOOD OF RAILROAD TRAINMEN AND OTHERS EMPLOYED IN TRAIN AND YARD SERVICE (CONDUCTORS, BRAKEMEN, AND YARDMEN) ON THE CHICAGO AND ILLINOIS MIDLAND RAILWAY.

SIRS AND BROTHERS.—The general committee representing the Brotherhood of Railroad Trainmen has earnestly endeavored for a considerable length of time to adjust certain questions of dispute with the officials of the company, and on a number of cases was assisted by a grand lodge officer, without reaching an agreement. Being unable to effect a settlement, action was taken by your full general committee of the Brotherhood of Railroad Trainmen and approved by our Chief Executive to submit to you for your consideration and action, pursuant to the governing laws of the organization the following cases which are predicated on schedule rules, former settlements and the right of the membership on this property to representation as provided in the Railway Labor Act and the law and policy of our Brotherhood.

Case No. 1.—Claim of road trainmen for 8 hours at yard rate account required to perform transfer service in Pekin-Peoria switching district. February 5, 1949 and subsequent dates.

Case No. 2.—Claim of road trainmen for 200 miles, freight rate of pay shops to Pekin-Pekin to shops, December 21, 1948.

Case No. 3.—Claim of road conductor J. O. Jenkins for 1 additional day at conductors' rate account required to make wheel report at Taylorville. February 20, 1949.

Case No. 4.—Claim of W. Mathes and R. H. Davis for 8 hours at mine run rate account required to switch train and place caboose and merchandise car on house track at Taylorville. July 23, 1949.

Case No. 5.—Claim of C. J. Myers for reinstatement with pay for all time lost account dismissed from service. July 19, 1949.

Case No. 6.—Claim of Brakeman C. P. Bambrough for pay for all time lost, 45 days account suspended from service for reporting 2 hours late for yard assignment at Pekin. July 11, 1949.

Case No. 7.—Request of organization for abrogation of paragraphs (c) and (d) of article 1 and amendment of article 47 (Representation rule).

Case No. 8.—Request carrier withdraw their proposal for a so-called standard combination of service rule, reading:

"Trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate will apply for the entire trip."

The hearings in the above cases commenced on May 8, 1950, and were formally closed on May 15, 1950. During the course of the proceedings, a transcript of record consisting of 676 pages was made and 32 exhibits were received. After the hearings were formally concluded, the Board offered to act in a mediatory capacity to the end that every effort be made to adjust the dispute.

After 2 days of lengthy conferences and negotiations, the Board is pleased to report that the dispute was adjusted by agreement on all issues. Formal documents embodying the agreements on all issues were signed by the proper officials of the carrier and the organization in the presence of the Board. Copies of the agreements follow in the same order as appears in the ballot:

Case No. 1.—In an effort to dispose of the entire docket of cases before such Emergency Board, the carrier offers:

1. To execute the Memorandum of Agreement*, annexed hereto as exhibit A, supplementing the agreement between the parties effective April 1, 1948.
2. To pay all claims now of record, covering the period from February 5, 1949 to May 17, 1950, for the service described in such exhibit A in accordance with the terms thereof.
3. Such offer of payment is made without prejudice to the carrier's interpretation of article 21, rule 2 (Time limit on claims and grievances).

Case No. 2.—This has reference to the claims of certain Taylorville crews, identified as Case No. 2 before Emergency Board No. 85 appointed by the President of the United States under Executive Order No. 10125.

It is my understanding that, in an effort to dispose of the entire docket of cases before such Emergency Board, your organization is agreeable to the withdrawal of all such claims hereinbefore referred to, with the further understanding that the "NOTE" appearing in article 3, rule 2; article 4, rule 2; and article 5, rule 2 applies only to crews originating at home terminal Shops (Springfield).

*The Board did not consider it necessary to have the Memorandum of Agreement referred to in the agreements covering Cases 1 and 8 copies into the report.

Case No. 3.—This has reference to the claim of Road Conductor J. O. Jenkins, identified as Case No. 3 before Emergency Board No. 85 appointed by the President of the United States under Executive Order No. 10125.

In an effort to dispose of the entire docket of cases before such Emergency Board I am agreeable to allowing the claim hereinbefore referred to without prejudice.

Case No. 4.—This has reference to the claim of Brakeman W. Mathes and R. H. Davis, identified as Case No. 4 before Emergency Board No. 85 appointed by the President of the United States under Executive Order No. 10125.

In an effort to dispose of the entire docket of cases before such Emergency Board I am agreeable to allowing the claim hereinbefore referred to without prejudice.

Case No. 5.—This has reference to claim on behalf of Mr. C. J. Myers for reinstatement to service, identified as Case No. 5 before Emergency Board No. 85 appointed by the President of the United States under Executive Order No. 10125.

The carrier has received the recommendation both of the Emergency Board and the Brotherhood representatives that, effective May 19, 1950 and subject to all rules applicable to other train or yard service employees Brakeman C. J. Myers be reinstated to service as train and yard service employee, subject to a six months' probationary period.

The carrier offers to reinstate Mr. Myers on this basis upon the condition that his claim for time lost is withdrawn.

Case No. 6.—This has reference to the discipline case of Brakeman C. P. Bambrough, identified as Case No. 6 before Emergency Board No. 85 appointed by the President of the United States under Executive Order No. 10125.

In an effort to dispose of the entire docket of cases before such Emergency Board, the Carrier is agreeable to adjusting the discipline assessed Brakeman C. P. Bambrough as follows:

(1) The discipline assessed would stand for the first 25 days, July 11, 1949 to August 4, 1949, both inclusive.

Case No. 7.—ARTICLE I—DEFINITIONS.

(a) The word "Trainmen," as used in this Agreement, shall include Road Conductors, Assistant Conductors, Ticket Collectors, Flagmen-Brakemen, and Baggage-men.

(b) The word "Yardmen," as used in this Agreement, shall include Yard Foremen, Helpers, and Switch Tenders.

(c) The phrase "General Committee," as used in this Agreement, shall be understood to mean the duly authorized General Grievance Committee, or its Chairman, of the Brotherhood of Railroad Trainmen, as certified to the carrier by the General Chairman.

(d) The phrase "Local Committee," as used in this Agreement, shall be understood to mean the duly authorized Local Grievance Committee, or its Chairman, of the Brotherhood of Railroad Trainmen, as certified to the carrier by the Chairman of the Local Committee.

ARTICLE 47—REPRESENTATION

(a) The right to make and interpret contracts, rules, rates of pay, and working agreements for trainmen and yardmen is vested in the regularly constituted General Committee of the Brotherhood of Railroad Trainmen, or its Chairman.

(b) The right of any trainman or yardman to have the regularly constituted General Committee of the Brotherhood of Railroad Trainmen, or its Chairman, represent him in handling any grievance matter is conceded.

(c) All controversies affecting trainmen or yardmen will be handled and disposed of in accordance with the interpretation of the contract as agreed upon by the Management of the Chicago & Illinois Midland Railway Company and the General Committee of the Brotherhood of Railroad Trainmen, or its Chairman, or his representative authorized in writing. In the event a controversy is not satisfactorily disposed of by negotiations with subordinate officials, the General Committee, or its Chairman, or his representative authorized in writing, may appeal the case in regular order to the highest designated officer of the Company.

(d) In the event settlement of a claim or grievance is not reached by the subordinate officials and the Local Committee, or its Chairman, or his representative authorized in writing, the Carrier's representative and the Organization's representative will undertake to agree upon a written joint statement of facts; provided, however, that if such agreement cannot be reached, each party shall make a written statement of facts which shall govern the future handling of the matter.

Case No. 8.—This has reference to the carrier's request for a so-called Combination of Service Rule identified as Case No. 8 before Emergency Board No. 85 appointed by the President of the United States under Executive Order No. 10125.

In an effort to dispose of the entire docket of cases before such Emergency Board the carrier offers to withdraw its request provided that the Organization executes the Memorandum of Agreement annexed hereto as Exhibit "A" supplementing the agreement between the parties effective April 1, 1948.

Respectfully submitted.

ANDREW JACKSON, *Chairman.*

HARRY H. SCHWARTZ, *Member.*

JOSEPH S. KANE, *Member*

