

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

**APPOINTED BY EXECUTIVE ORDER 10622, DATED
JULY 1, 1955, PURSUANT TO SECTION 10 OF THE
RAILWAY LABOR ACT, AS AMENDED**

**To investigate a dispute between Railway Express Agency, Inc.,
a carrier, and certain of its employes, represented by the Inter-
national Brotherhood of Teamsters, Chauffeurs, Warehousemen
and Helpers of America, A. F. of L., a labor organization.**

**NEW YORK, N. Y.
AUGUST 1, 1955**

NEW YORK, N. Y., *August 1, 1955.*

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

Mr. PRESIDENT: Emergency Board No. 111, appointed by you on July 1, 1955, by Executive Order 10622, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate unadjusted disputes between the Railway Express Agency, Inc., and certain of its employees represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., a labor organization, has the honor to submit herewith its report.

Respectfully submitted.

ROBERT G. SIMMONS, *Chairman.*
BENJAMIN C. ROBERTS, *Member.*
MORRISON HANDSAKER, *Member.*

(II)

REPORT TO THE PRESIDENT BY EMERGENCY BOARD NO. 11

**APPOINTED BY EXECUTIVE ORDER 10622, DATED JULY
1, 1955, PURSUANT TO SECTION 10 OF THE RAILWAY
LABOR ACT, AS AMENDED**

**In re: Railway Express Agency, Inc., a Carrier, and Certain of
Its Employees, Represented by the International Brotherhood
of Teamsters, Chauffeurs, Warehousemen and Helpers of
America, A. F. of L., a Labor Organization**

(NMB Cases A-4779, A-4860)

The President, on July 1, 1955, created this Emergency Board, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate disputes between the above-named parties.

The President appointed as members of said Board, Morrison Hand-saker, of Easton, Pa.; Benjamin C. Roberts, of New York City, N. Y.; and Robert G. Simmons, of Lincoln, Nebr.

The Board convened in Room 705, 45 Broadway, New York City, on July 11, 1955, and began public hearings at that time. The Board elected Robert G. Simmons, as Chairman.

Appearances were entered by Thomas J. Murphy, Secretary-Treasurer and Business Manager; Harold E. Boyd, President, and Stanley E. Kensick, Recording Secretary for Local 459, and by John J. McNamara, Secretary-Treasurer for Local 808. Hereinafter we will refer to Local 459 and Local 808 as the local unions.

Railway Express Agency, Inc., will hereinafter be referred to as the Agency. Appearances were made for it by John N. Meisten, Vice President and Counsel; Ernest T. Williams, Assistant Vice President; Alfred F. Hall, Director of Labor Relations; and Clement Lane, Jr., Supervisor of Labor Relations.

The local unions made a series of separate demands upon the Agency for changes in rules and pay.

(1)

The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America made separate demands upon the Agency for rule changes and pay involving local unions at the following named cities, to wit:

Chicago, Ill.;
Cincinnati, Ohio;
Cleveland, Ohio;
Newark, N. J.;
Philadelphia, Pa.;
St. Louis, Mo., and
San Francisco, Calif.

Appearances were made for them by Albert Evans, representing the International Brotherhood of Teamsters; Edward Slater, representing Local Union No. 37, of Newark, N. J.; Allen Cameron, representing Local Union No. 85, of San Francisco, Calif.; John Carroll, representing Local Union No. 127, of Cincinnati, Ohio; Patrick Holland, representing Local Union No. 561, of Cleveland, Ohio; and Lester McIntyre and John Finerty, representing Local Union No. 610, of St. Louis, Mo. They will be referred to herein as the national group.

The demands were progressed separately on the property and under the provisions of the Railway Labor Act. At the request of the local unions their presentation was made first and kept separate throughout.

The Board makes findings separately as to part of the demands of the two groups and for reasons appearing later herein, makes joint findings where the same questions are involved.

Preliminarily to the presentations to the Board and during the hearings certain of the demands of the local unions were withdrawn. They require no further mention here.

The local unions are subject to a contract with the Agency that is the result of contract negotiations over many years.

The Agency presented a series of proposed changes to the local unions' contract that would have made it conform to the national contract. Those changes were resisted. The local contract is one quite advantageous to the local unions. The Board is convinced that if these changes were undertaken it would result in serious unrest and disturbance of the relations between the local unions and the Agency. The Board recommends that the changes proposed by the Agency be withdrawn.

The Board now goes to requested rule changes made by the local unions. Italics are used to show affected language and proposed changes.

The present agreement and its title provides :

AGREEMENT BETWEEN RAILWAY EXPRESS AGENCY, INC., AND EMPLOYEES THEREOF
 REPRESENTED BY LOCALS 459 AND 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA AFFILIATED WITH AMERICAN FEDERATION OF LABOR

REPRESENTING VEHICLE SERVICE EMPLOYEES IN THE NEW YORK-METROPOLITAN DISTRICT

The following constitutes the agreement between the local management of the Railway Express Agency, Inc., *and its employees, represented by Locals 808 and 459* of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicable to all employees in the vehicle service in the New York-Metropolitan District of New York.

The local unions request that this be changed as follows :

AGREEMENT BETWEEN RAILWAY EXPRESS AGENCY, INC., AND LOCAL UNIONS 459 AND 808, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA AND AMERICAN FEDERATION OF LABOR

REPRESENTING VEHICLE SERVICE EMPLOYEES IN THE NEW YORK-METROPOLITAN DISTRICT

The following constitutes the agreement between the local management of the Railway Express Agency, Inc., and *Local Unions 459 and 808 affiliated with* International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicable to all employees in the vehicle service in the New York-Metropolitan District of New York.

No persuasive or clear reason was given for this change.

The Board recommends that the request be withdrawn.

Rule 1 of the local agreement provides :

RULE 1—EMPLOYEES AFFECTED

These rules shall govern the hours of service and working conditions of Drivers, Chauffeurs, Helpers (including Helpers in buildings on delivery and pickup work), and Garagemen. All others in Vehicle Department excepted, namely—Supervisors, Inspectors, Foremen, Dispatchers, Office Help. It is agreed that appointments to vacancies or new positions in excepted groups referred to above as Supervisors, Inspectors, Foremen, Dispatchers shall be made only from employees of the Vehicle Division.

NOTE.—Office help referred to in exceptions are Supervisors' Clerks as agreed upon, and personal office force of Superintendent.

The local unions request that the word "Loaders" be inserted in the first sentence of the rule so that it would read as follows :

RULE 1—EMPLOYEES AFFECTED

These rules shall govern the hours of service and working conditions of Drivers, Chauffeurs, Helpers (including Helpers in buildings on delivery and pickup work) *Loaders* and Garagemen.

Rule 3 of the present agreement provides :

RULE 3—DUTIES OF VEHICLE EMPLOYEES

All work of Vehicle Division shall be performed by employees coming within the jurisdiction of that Division. Only employees of the Vehicle Division shall be used to load or unload vehicles with *the exception of trailers and loading and unloading while feeding. All tractor-trailer service shall be confined exclusively to transfer work.*

NOTE.—*Where vehicles are now being preloaded, the present practice shall not be increased, nor shall it be instituted at any other office or terminal unless by mutual agreement.*

The local unions propose that this rule be changed so as to provide as follows :

RULE 3—DUTIES OF VEHICLE EMPLOYEES

All work of Vehicle Division shall be performed by employees coming within the jurisdiction of that Division. Only employees of the Vehicle Division shall be used to load or unload vehicles *including trailers*. All tractor-trailer service shall be confined exclusively to transfer work.

The beginning of Rule 7 of the local agreement now provides :

RULE 7—BIDDING

Driver, Helper and Garagemen's vacancies and new positions will be posted on Garage and other turn-out point bulletin boards for a period of five (5) working days (no calendar days) and subject to bid in accordance with the following :

The local unions request that this Rule be changed so as to provide as follows :

RULE 7—BIDDING

Driver, Helper, *Loader* and Garagemen's vacancies and new positions will be posted on Garage and other turnout point bulletin boards for a period of five (5) working days (not calendar days) and subject to bid in accordance with the following :

It appears that for many years the loading of trucks, and in particular preloading of trucks, has been done in part by employees of the Agency who now are and for some time have been represented by the Brotherhood of Railway Clerks, a labor organization. The plan has worked for efficiency and satisfactorily. The proposal of the local unions would create a new classification of jobs within the Agency. No persuasive reason is shown why that should be done. The proposal, if accepted, would without doubt, create a serious problem of union representation and labor discord. The Brotherhood of Railway

Clerks is not a party to this proceeding. The change requested involves a matter that is without the competency of this Board.

The Board recommends that the proposed changes of Rules 1-3 and 7, above set out, be withdrawn.

Rule 3 of the local agreement also provides:

All vehicles used *exclusively* in Baggage Service must be manned by a Driver and Helper.

The local unions request that it be changed to provide as follows:

All vehicles used in Baggage Service must be manned by a Driver and Helper.

This change would obviously extend the contract obligation of the carrier as to the use of helpers. No persuasive reason was shown for it. It appears that the present rule is being applied reasonably. The request of the local unions could lead to confusion and controversy.

The Board recommends that this request be withdrawn.

The first paragraph of Rule 6 of the local agreement provides:

RULE 6—BULLETIN

New positions or vacancies shall be bulletined within seven (7) days in agreed upon places accessible to all employees affected for a period of five (5) working days (not calendar days); bulletin to show Schedule Number, Title, Starting Point, Starting Time, Finishing Point of Vehicle, Type of Vehicle (as, Electric or Tractor), *Days of Rest*, Duration of Meal Period and Rate of Pay. Pickup and delivery runs must show Book Number to advise applicant as to District covered by positions.

The local unions request that this rule be changed by striking therefrom the words "Days of Rest."

This proposed change is related to changes proposed in Rule 22 and Rule 27.

Rule 22 now provides:

RULE 22—PERIODS OF WORK

The basic workweek shall consist of five days of eight consecutive hours each, exclusive of meal period, during the period from Monday to *Saturday*.

The local unions request that the last word "*Saturday*" be changed to "*Friday*."

Rule 27 of the local agreement now provides:

RULE 27—SUNDAYS

All employees working on Sunday necessary to the continuous operation of the carrier shall be given Saturday off in lieu of Sunday, and if required to work on such Saturday seventh day off duty, will be paid at the rate of time and one-half time. All other employees working on Sunday not necessary to

the continuous operation of the carrier, or working on their other scheduled day of rest, will be paid at the rate of time and one-half time, and in either case, such employees will be guaranteed a minimum of a full day's pay, at time and one-half rate.

The local unions request that this rule be changed so as to provide as follows:

RULE 27—SATURDAYS AND SUNDAYS

Saturdays and Sundays shall be considered days of rest and all work performed on Saturday shall be paid at time and one-half rate, and on Sunday double time. All employees used on Saturday or Sunday shall be guaranteed a full day's pay.

It is an established fact, which rules cannot change, that the business of the Agency is one of continuous service requiring operations 24 hours a day and 7 days a week. It appears that the greater part of the Agency's business in the New York-Metropolitan Area is done on Monday through Friday; nevertheless there is a distinct and necessary amount of work which the Agency is required to perform on Saturdays and Sundays. It is essential to its normal business life that it be done. Employees who enter the Agency's service do so knowing that that work must be done. It is a situation which confronts employees and employer in any continuous service industry. The employees here have a 5-day normal workweek. The present rule protects that workweek. This question has been extensively investigated by other boards and has been rejected. No showing of a changed situation is made. The Agency should not be required to do more. The Board recommends that the requests above discussed, including Rules 6, 22, and 27, be withdrawn.

The third paragraph of Rule 6 of the current agreement now provides:

An employee awarded a tractor schedule shall not be transferred to a four-wheel vehicle during his tour of duty, except in case of a breakdown *or an emergency*.

The local unions request that it be changed so as to provide as follows:

An employee awarded a tractor schedule shall not be transferred to a four-wheel vehicle during his tour of duty, except in case of a breakdown *of his unit and no other tractor is available*.

The proposed change here would obviously restrict the use of the facilities of the Agency, and confine the necessities of the carrier to only those cases where it can show that it had no other tractor available. It could result in idle manpower during an emergency situation. It would be productive of industrial disputes and claims. It appears that the present rule is operating satisfactorily and without material complaint.

The Board recommends that the requested change be withdrawn.

Rule 10 of the local agreement now provides:

RULE 10—REDUCTION IN FORCE

Force reductions shall be accomplished in inverse order of seniority, recalls in order of seniority. Employees whose positions are discontinued will be given at least *seventy-two* (72) hours advance notice and must exercise their seniority rights over junior employees within five days (working days, not calendar days) from the date of discontinuance or abolishment and those failing to do so will forfeit those rights, but will be employed so far as possible in accordance with their seniority, on any extra or substitute work. Employees who are displaced from their positions by senior employees, under this rule, must exercise their seniority rights in the same manner.

Employees who do not possess sufficient seniority rights to displace a junior employee in a regular or substitute position will be laid off. A list of employees laid off, under this rule, shall be supplied by the Management to the duly accredited representative of the employees.

Employees laid off due to reduction in force and who fail to report for service in seven days, after being notified (by registered mail or telegraph) to address last given, will be considered out of service.

A list of all employees notified under this rule shall be given to the duly accredited representative and no new employee shall be hired until all employees laid off, under this rule, are returned to service, or have failed to return within the prescribed time limit.

The local unions request that there be added thereto the following sentence:

Recalled employees must be guaranteed six (6) consecutive weeks of work.

This is a request that comes, without precedent, so far as the Board is advised, in any labor contract. Rule 10 now assures a minimum employment of 3 days. The provision would be one which might prompt the carrier to forego calling for the service of men for short periods of time, or else if recalled, would compel the carrier to maintain a working staff beyond the needs of its business.

The Board recommends that the request be withdrawn.

Rule 10 of the local agreement also provides:

When the occupant of a regular scheduled position is absent, the senior qualified employee from the substitute group reporting at that time and point will be assigned to cover the position.

The local union's request that this be changed to provide as follows:

When the occupant of a regular scheduled position is absent *or on vacation*, the senior qualified employee from the substitute group reporting at that time and point will be assigned to cover the position.

The Agency arranges its vacation schedules so that they fall in slack periods of the year. The purpose of this proposed provision is to compel the Agency to fill all vacation positions. The employees have paid vacations. The Agency uses, where feasible, its available em-

ployees, not to absorb the work of the man on vacation, but to do the work required during the vacation period. The effect of this proposed provision would be to compel the Agency to employ men whose services may not be required.

The Board recommends that the request be withdrawn.

Rule 18-A of the current local agreement provides as follows:

RULE 18-A—UNION SHOP AGREEMENT

This Agreement is subject to the provisions of the Union Shop Agreement between the parties effective April 1, 1952.

The local unions desire to substitute for this provision a rewrite of the agreement now in effect and to include therein a provision requiring a checkoff of dues from wages due the employees. The present agreement is a national one founded on many considerations when it was accepted. Any changes should be on a national basis. The National Agreement has been working satisfactorily subject to a memorandum of understanding made by the parties. No persuasive reason has been advanced here for the change.

The Board recommends that the request be withdrawn.

Rule 26 of the current agreement provides:

RULE 26—AUTHORIZING OVERTIME

No overtime hours will be worked except by direction of proper authority except in cases of emergency, where advance authority is not obtainable.

The local unions request that this sentence be added thereto:

No employee will be compelled to work overtime.

However, Rule 24 now provides:

NOTE.—It is agreed that in no instance shall an employee be required to work beyond eleven hours in any one day. Except in cases of breakdown, for all time worked in excess of eleven hours, in addition to time and one-half time rate allowed for actual time worked beyond assigned day, an additional minimum allowance will be made for four (4) hours at time and one-half time rate.

No change is requested in Rule 24. Implicit in Rule 24 is the right of the Agency to require some overtime work. The conflict between the present Rule 24 and the proposed change in Rule 26 is apparent. The showing is that there has been no abuse of the present rule and the Board sees no reason to change it.

The Board recommends that the requested change be withdrawn.

Rule 28 of the local agreement provides as to holidays:

New Year's Day, Washington's Birthday, Decoration Day, *Fourth of July*, Labor Day, Thanksgiving Day, and Christmas Day, are recognized as holidays

without pay deduction provided employee works *three days* in the pay week in which the holiday occurs. If work is performed on recognized holidays, time and one-half additional pay will be allowed for a full day.

When any of the previously listed holidays falls on an employee's day of rest, and is not worked, it shall be paid for at the straight time rate; if worked, time and one-half additional pay will be allowed for a full day.

The local unions request that this be changed so as to provide as follows:

RULE 28—HOLIDAYS

New Year's Day, *Lincoln's Birthday*, Washington's Birthday, Decoration Day, *Independence Day*, Labor Day, *Columbus Day*, *Election Day*, *Armistice Day*, Thanksgiving Day, Christmas Day, and any holiday called by the States of New Jersey and New York are recognized as holidays without pay deduction provided employee works *one day* in the pay week in which the holiday occurs. If work is performed on recognized holidays, time and one-half additional will be allowed for a full day.

When any of the previously listed holidays falls on *Saturday*, and it is not worked, it shall be paid for at the *time and one-half rate*. If worked, time and one-half additional pay will be allowed for a full day.

It will be noted that the first paragraph of the proposed changes adds four paid holidays to the seven now agreed to, and reduces the requirements of prior service within the rule from 3 days to 1 day.

The present rule as to paid holidays appears to be a standard rule. It must be recognized that the Agency operates a national business, and its holidays are required to be in accord therewith. It appears without dispute that the Agency's business, on the days sought to be made holidays, is at a weighted 80 percent average of normal days.

The Board recommends that the request be withdrawn.

The second paragraph of the proposed change relates itself to the request of the local unions regarding a work week of Monday through Friday.

As written, the proposal would require the Agency to pay time and one-half for a holiday falling on a Saturday. No reason appears for this sort of a penalty.

For the reason given, the Board recommends that it be withdrawn.

Rule 31 of the local agreement provides:

RULE 31—VACATIONS

Vacations will be granted to all employees upon the following bases and conditions:

(A) Employees having more than one year's service but less than five years' service—five working days with pay in advance.

(B) Employees having five years' or more of service—ten working days with pay in advance.

(C) Employees having fifteen years' or more service—fifteen working days with pay in advance.

(D) All vacations shall be assigned in accordance with seniority in the Supervisor's district, but in no case will a man with more than twenty (20) years' service be granted a vacation earlier than April, nor later than October.

The local unions would propose that these rules be changed so as to provide as follows:

RULE 31—VACATIONS

Vacations will be granted to all employees upon the following bases and conditions:

(A) Employees having more than one year's service but less than five years' service—five working days with pay in advance.

(B) Employees having more than five (5) years or more of service *but less than ten (10) years—fifteen (15) working days with pay in advance.*

(C) *Employees having ten (10) years or more of service—twenty (20) working days with pay in advance.*

(D) All vacations shall *be given* in accordance with seniority in the Superintendent's district but in no case *may a vacation be given earlier than June or after September to an employee with five (5) years or more seniority.*

Here, again, the present rule appears to be a standard vacation rule. Moreover, the present rule granting the third week of vacation was given only a year ago.

The employees covered by this agreement all have ten years or more of seniority. This proposal then, so far as paragraphs (A), (B), and (C) are concerned, is one to give all employees covered by the agreement a 4-week paid vacation. No persuasive reason was advanced to sustain this request.

The Board recommends that it be withdrawn.

The change proposed in paragraph D of Rule 31 presents this situation:

Men are selected for work in the different supervisors' districts from a seniority list in the superintendent's office. Assignments in some supervisors' districts are favored by the senior men who largely fill the positions in those districts. The work in the other supervisors' districts is such that it is less desirable and its roster of employees is made up largely of junior employees. To require the carrier to grant vacations based on seniority in the superintendent's district, rather than the supervisors' district would deplete certain supervisors' districts of effective personnel in vacation periods. The further change is to restrict the paid vacation period more nearly describable as the summer months.

No persuasive reason appears for these changes where due regard is given to the duty of the Agency to transact its business efficiently.

The Board recommends that this request be withdrawn.

The local unions propose a new rule as follows:

RULE 35—PICKET LINE

No employee will be discriminated against or displaced for refusal to pass through a Picket Line.

The obvious effect of this rule would be to sanction the refusal of an employee to make pickup and delivery service where a picket line is operating. The showing here is undisputed that Courts have held common carriers are required by both statutory and common law to provide service upon a reasonable request and can be required to perform either under compulsion of a court order or the liability to respond in damages.

In view of this the Board recommends that this request be withdrawn.

Rule 35 of the existing local agreement provides:

RULE 35—TERMINATING CLAUSE

This Agreement shall be effective as of *January 1, 1955*, and will remain in effect until *December 31, 1956*, and shall continue in effect thereafter until it is changed as provided herein, or under the provisions of the amended Railway Labor Act.

This proposal gives continuity to the contract provisions.

We recommend that it be adopted.

The national group requests a change in wages and working conditions involving a wage increase and a health and welfare fund.

The Board makes findings and recommendations as to those two requests later herein.

The national group asks for paid vacations of two weeks for all employees having two or more but less than fifteen years of service and for employees having 20 years or more of service, four weeks paid vacations. They also ask for a checkoff of union dues.

The Board made findings and recommendations as to these matters in considering similar requests of the local unions.

For the reasons there stated, it recommends that these requests be withdrawn.

Examination of prior reports by Emergency Boards involving the Agency, as well as the record of these hearings, made it evident that there has been a principle of parity in wage increases among express

company employees. This applies to the national union and to the local union of the Teamsters and those represented by the Brotherhood of Railway Clerks in the various areas. Following the negotiations of the last general increase for all groups granted in 1953, a disparity was created in 1954 by virtue of increases granted to certain employees represented by the Brotherhood of Railway Clerks, in several major areas. These 1954 increases for the Clerks were the result of the recommendation of an Emergency Board. This disparity should be adjusted in keeping with the recognized practice of equivalent increases as well as to retain a stability in the relationships between the different organizations representing employees of the Agency, many of whom do the same or similar work.

It is recommended that an 8-cents-an-hour increase be granted to both the local unions and the national group to accomplish this.

In 1950, the Lewis Board found merit in the local unions' contention respecting the creation of a health and welfare plan providing for a contribution of \$1 a month by the employees, the balance to be contributed by the Agency. Under the local unions' agreement incorporating these recommendations between the Agency and the local unions, the program has cost the Agency 3 cents an hour.

Shortly after the acceptance of these recommendations, general increases were negotiated by the Agency with the national group and the Brotherhood of Railway Clerks, which included as part of the wage increase an amount equivalent to the cost of the health and welfare plan previously granted to the local unions.

The Board is persuaded that there is merit in the demand of the national group for the extension of the health and welfare plan to areas represented by them, but with the same benefits and contributions existent in the local union plan. Not only has this program become an established fact with the Agency for an important segment of its employees, but within the past five (5) years such programs have become widespread in industry in general. This recommendation will effect an additional 3 cent cost in favor of the national group.

To retain a balance between the national groups and local and local unions, as in 1950, it is recommended that an additional increase of 3 cents an hour be added to the wage increase for the local unions, making a total of 11 cents an hour.

The above finding and recommendation of the Board as to the wages and the health and welfare plan has been determined by a majority of the Board members. Chairman Robert G. Simmons disagrees. He recognizes that previous negotiated contracts and reports of Emergency Boards have accepted "a principle of parity in

wage increases among express company employees." Such a principle has the merit of precedent. The results achieved do not necessarily reflect either an adequate wage scale or proper compensation for services rendered. More often it is the result of economic pressures during periods of negotiation. However, in the interest of industrial harmony parity has been sought and recommended. For that reason Mr. Simmons joins in the recommended increase of 8 cents an hour to all employees involved here. The Board, however, having made a recommendation that would restore parity between the employees of the Agency, immediately makes a recommendation that again creates inequities in the wage scale as between the employees of the Agency represented by the Brotherhood of Railway Clerks and the Teamsters.

The Board recommends an extension of the health and welfare plan enjoyed by the local unions to the national group and a corresponding increase of 3 cents an hour in wages to the local group. Having started out to achieve parity so as to remedy an 8-cent wage advantage to the employees represented by the Brotherhood of Railway Clerks, the Board winds up by creating a 3-cent wage advantage to the employees represented by the Teamsters. The Board thus creates a new dispute and gives impetus to the inflation cycle of wage increases. For these reasons, Chairman Simmons joins only in the recommendations for an 8-cent-an-hour increase.

The local unions have requested major revisions in the benefits as well as administration of the health and welfare plan.

It is the view of the Board that the request that the plan be jointly administered is justified, particularly in the light of the fact that the employees are contributors to it. It is recommended that the administration of the local unions' plan shall be under the supervision of a Board of Trustees composed of five (5) members, to be chosen as follows:

Two (2) trustees to be chosen by the Agency;

One (1) trustee by Local 459; one (1) trustee by Local 808. The fifth trustee shall be chosen by unanimous agreement of the four (4) trustees. In the event that they are unable to agree, any two (2) trustees may make an informal request of the Chairman of the National Mediation Board to appoint the fifth trustee.

In the administration of the welfare plan for the national group, two (2) trustees shall be chosen by Agency, and two (2) trustees by the International Union. The fifth member shall be chosen in the same manner set forth for the local unions.

It is the view of the Board, as indicated elsewhere that the effective date of the 8-cent increase to the local unions shall be January 1, 1955, the recommended effective date of the new agreement.

It is recommended that the 8-cent increase to the national union be effective as of January 24, 1955, the date of the demand by the national union to the Agency for a wage adjustment.

It is recommended that the Health and Welfare Plan be offered to the national union by the Agency within 30 days.

Concomitantly, it is recommended that the 3-cent increase to the local union members, which is to balance the extension of the health and welfare plan to the national union, shall be made at the same time that the welfare plan is extended to the national union.

In addition to the requests for wage increases, certain other requests relating to wages were presented by the local unions. It is requested that new classifications of "Tractor Drivers," "Drivers (Straight)," "Drivers (Building)," and "Loaders" be established. The proposals concerning "Loaders" are considered elsewhere in this report. In the view of the Board no persuasive reasons were submitted for the establishment of the other new classifications and it is recommended that they be withdrawn.

The local unions have requested the following be added to the rule on wages:

All employees commencing work after 4:00 P. M. and before 7:00 A. M. shall receive an additional \$1.00 per day differential.

This request for a shift differential has been considered by a number of previous Emergency Boards. This Board, like the preceding Boards, recommends that this request be withdrawn.

The local unions also requested the addition of the following to the rule on wages:

Note.—All schedules requiring gun permits shall receive same rate of pay as money deliverymen.

The evidence presented to the Board by the Agency persuades the Board that the responsibility of the Money Deliveryman is greater than the responsibility of other armed employees, and it is therefore suggested that this request be withdrawn.

Respectfully submitted.

ROBERT G. SIMMONS, *Chairman.*
MORRISON HANDSAKER, *Member.*
BENJAMIN C. ROBERTS, *Member.*