

Report
TO
THE PRESIDENT
BY THE
EMERGENCY BOARD

**APPOINTED BY EXECUTIVE ORDER 10878 DATED
MAY 23, 1960, PURSUANT TO SECTION 10 OF
THE RAILWAY LABOR ACT, AS AMENDED**

To Investigate a dispute between the Chicago, Rock Island and Pacific Railroad Company and other Carriers represented by the Western Carriers' Conference Committee and Certain of their Employees represented by the Switchmen's Union of North America, AFL-CIO.

(NMB A-6082)

**WASHINGTON, D.C.
JULY 8, 1960**

(Emergency Board No. 131)

LETTER OF TRANSMITTAL

WASHINGTON, D.C., *July 8, 1960.*

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

MR. PRESIDENT: The Emergency Board, created by your Executive Order No. 10878 of May 23, 1960, pursuant to the provisions of Section 10 of the Railway Labor Act, as amended, to investigate a dispute between the Chicago, Rock Island and Pacific Railroad Company and other carriers represented by the Western Carriers' Conference Committee, and certain of their employees represented by the Switchmen's Union of North America, AFL-CIO, has the honor to submit herewith its report and recommendations.

Respectfully submitted.

RUSSELL A. SMITH, *Chairman.*
HAROLD M. GILDEN, *Member.*
MORRISON HANDSAKER, *Member.*

(III)

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INTRODUCTION

The parties before the Board are the Switchmen's Union of North America (hereinafter called "SUNA" or "the Organization") and 17 western line haul railroads, switching and terminal companies represented by the Western Carriers' Conference Committee (hereinafter called "the Carriers"). A list of the railroads who are parties to this proceeding is contained in appendix A-1 of this report. The SUNA represents approximately 7,300 yard service employees classified as yard conductors or foremen, yard brakemen or helpers, or switchtenders, employed by the Carriers, and, in addition, yard ground service personnel employed by certain other railroads who are not parties to this proceeding. Approximately 11 percent of the yard foremen, helpers, and switchtenders employed by the class I railroads of the United States are represented by the Organization. The other 89 percent are represented by the Brotherhood of Railroad Trainmen.

The dispute between the parties originated with a notice dated February 21, 1959, served by the SUNA upon each of the Carriers pursuant to the provisions of the Railway Labor Act. This notice, a copy of which is appended as appendix A-2 of this report, proposed the following changes effective November 1, 1959, in the respective agreements between the Organization and each of the Carriers:

(1) The cost-of-living allowances in effect November 1, 1959, shall be included and made a part of existing basic rates of pay.

(2) The cost-of-living adjustment provisions will be continued in effect with appropriate revisions in paragraphs (a), (b), (c), and (f) to reflect a new Consumer Price Index base which shall be the index as of September 1959.

(3) Basic daily rates in effect November 1, 1959, as revised by Item 1, will be increased by 12 percent.

(4) All arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees in effect November 1, 1959 will be increased by 12 percent.

On or about March 20, 1959, each of the Carriers served upon the Organization a notice of desire to amend the respective agreements. This notice, a copy of which is appended as appendix A-3 of this report, proposed the following changes in the respective agreements:

1. Effective November 1, 1959, all rates of pay (which for the purposes of this notice shall include cost-of-living allowances) in effect on October 31, 1959, shall be decreased 15 cents per hour, or \$1.20 per day. All mileage rates, guar-

antees, arbitraries, miscellaneous rates and special allowances shall be decreased in proportion to the daily decrease; except that daily earnings minima shall be decreased by the amount of the daily decrease, and in local freight service the same differential in excess of through freight rates shall be maintained.

2. The cost-of-living adjustment provisions contained in existing agreement or agreements shall be canceled effective October 31, 1959.

Initial conferences on the SUNA's demands and the Carriers' counterproposals were held on the individual properties in March 1959, and it was thereafter agreed to refer the dispute to national handling. The Western Carriers Conference Committee was formed about May 22, 1959, and conferences began with the SUNA on September 17, 1959. After three fruitless bargaining sessions, the parties to this dispute on September 24, 1959, jointly invoked the services of the National Mediation Board. Efforts on the part of the National Mediation Board to resolve the dispute through mediation were unsuccessful.

Following circulation by the SUNA of a strike ballot and the overwhelming vote of the membership to withdraw from service in support of their demands, the Organization gave notice of intention to strike. Thereupon, the National Mediation Board advised the parties that all practical methods provided by the Railway Labor Act for adjusting disputes had been exhausted without effecting settlement and that the services of the Board were being terminated "except as provided in section 5, third, and in section 10 of the law."

On May 23, 1960, the President of the United States created this Board (Emergency Board No. 131), by Executive Order No. 10878, pursuant to section 10 of the Railway Labor Act (app. A-4). On May 24, 1960, the President appointed Russell A. Smith, Ann Arbor, Mich., Chairman, and Morrison Handsaker, Easton, Pa., and Harold M. Gilden, Chicago, Ill., to membership on the Board.

The Board held hearings in the matter in Chicago, Ill., beginning May 31 and ending June 17, 1960. Appearances for the Organization and the Carriers, respectively, are listed in appendixes A-5 and A-6 of this report. The transcript of the proceedings totaled 1,944 pages. The record includes 13 exhibits filed by the Organization and 26 exhibits filed by the Carriers. Posthearing briefs were filed on or about July 1, 1960. The members of the Board have studied this entire record and have given consideration to all of the evidence, exhibits, and arguments adduced in arriving at the findings and recommendations contained in this report.

On June 3, 1960, the parties and the members of the Board entered into a stipulation that the President of the United States be requested to grant the Board an extension of time to July 15, 1960, to present

its report. The requested extension was granted by the President on June 12, 1960.

On June 16, 1960, the members of the Board, together with representatives of the parties, visited the Burr Oak, Blue Island, Ill., yards of the Chicago, Rock Island & Pacific Railroad Company, a party to this proceeding, for the purpose of observing yard operations.

THE ISSUES BEFORE THE BOARD

The issues originally posed, as gathered from the demands and counterdemands, were as follows:

1. Whether, as contended by the SUNA, basic daily rates as well as arbitraries, miscellaneous rates, special allowances and monthly and daily guarantees in effect November 1, 1959, should be increased by 12 percent, as contended by the Organization, or whether all rates of pay should be decreased by 15 cents per hour, or \$1.20 per day, with proportionate decreases in mileage rates, guarantees, arbitraries, miscellaneous rates and allowances, as contended by the Carriers.

2. Whether, as contended by the Organization, cost-of-living allowances in effect November 1, 1959, should be included and made a part of then existing basic rates of pay.

3. Whether, as contended by the Organization, cost-of-living adjustment provisions should be continued in effect, or, as contended by the Carriers, should be discontinued.

During the course of the hearings, however, certain developments occurred which had an important impact on the current wage movement in the industry, and which produced a revision, in part, of the positions of the parties to this proceeding. The first and most significant of such events was the award rendered June 3, 1960, by Arbitration Board No. 254 in the proceeding between the Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the Brotherhood of Locomotive Engineers. This award, which resulted in an agreement dated June 6, 1960, between the parties to the arbitration proceeding, provided:

1. That the cost-of-living adjustments in effect May 1, 1960, be included in, and made a part of, the then existing basic rates of pay.

2. That the cost-of-living adjustment provisions in the existing agreements be canceled.

3. That basic daily rates in effect November 1, 1959, as revised to reflect the inclusion therein of cost-of-living adjustments, be increased 2 percent effective July 1, 1960, and an additional 2 percent of the same base effective March 1, 1961.

4. That arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees be increased in proportion to, and on the effective dates of, the increases awarded in basic daily rates.

5. That the Carriers proposal to decrease basic daily rates by 15 cents per hour be denied.

6. That no other wage increases or decreases shall be made effective before November 1, 1961.

The next event of significance was the mediation agreement reached June 4, 1960, between the railroads and the Order of Railway Conductors and Brakemen. This agreement embodied, in all essentials, the terms of settlement which had been decreed in the engineers' arbitration case. Subsequently, on June 8, 1960, Emergency Board No. 130, with reference to the dispute involving the nonoperating employees represented by the 11 cooperating railway labor organizations, submitted its report recommending in substance:

1. That the 17 cents per hour cost-of-living adjustments through May 1, 1960, be incorporated in the basic wage rates.

2. A wage increase of 5 cents per hour over currently prevailing rates, such increase to be effective July 1, 1960; the negotiation of certain improvements in the health and welfare program to become effective with the new policy year of the contracts with the insurer (any additional contributions by the Carrier to be regarded as wage equivalents in lieu of a further wage increase in early 1961).

3. Certain specified changes in the rules governing vacations and holiday pay.

The settlements in the Engineers' and the Conductors' cases, and the nature of the recommendations by Emergency Board No. 130, indicated that a basic pattern of settlement, of the current wage movement had developed, and it seemed probable that the dispute referred to this Board had been compressed into smaller dimensions. It appeared to the Board that it would be appropriate, with the consent of the parties, to narrow the issues in this case to the single question whether, as contended by the SUNA, the yard ground service employees represented by the Organization should be granted an increase beyond the "pattern" because of an alleged intraindustry inequity. This matter was discussed with the parties, and thereupon agreement was reached that this is the sole issue which the Board needs to consider (Tr. 1545-1548; 1668-1671).

This stipulation made it apparent that there was no longer any question before the Board concerning—

(1) the date on which any recommended adjustments contained in this report should be made effective;

(2) the deletion of the escalation clause from the labor agreements;

(3) the inclusion of 17 cents per hour into existing basic wage rates (this being the total of the cost-of-living adjustments accruing in the 3-year period covered by the 1956 SUNA agreements); or

(4) a wage decrease.

Further, it was evident that the Board need not consider or express any opinion concerning the original claims (and the data in support thereof) made by the respective parties relating to the criteria applicable to basic wage adjustments in the industry.

DISCUSSION OF THE INEQUITY ISSUE

The question of whether the yard ground service employees represented by the Switchmens' Union of North America are entitled to an increase beyond the pattern established by the award in the Engineers' case, is one which SUNA and its members employed by the Carriers are entitled to have considered on its merits. The Organization is an established bargaining representative, under the Railway Labor Act, and as such is entitled to do its own bargaining for the employees whom it represents. It is not bound to the decisions reached in negotiations between the railroads and any other union. It may elect to follow a settlement pattern which has developed in connection with any particular wage movement, and, indeed, it may even lead in the development of such a pattern (as it has done on occasion), but its own claims may rightfully be pressed independently of what other unions in the industry may do.

Yet it is an inescapable fact that pattern settlements, despite sporadic deviations, have been characteristic of the industry for many years, so much so that any deviation from an established pattern during a current wage movement would be likely to have serious repercussions, unless the basis for the deviation clearly applies only to the group in whose favor the deviation is made, and will be so regarded by other unions in the industry and the employees whom they represent. As matters now stand, the current pattern has been accepted not only by the engineers and conductors, as noted above, but also, since the conclusion of the hearings in this case, by the firemen and by the trainmen. These developments must be weighed carefully in considering the switchmen's plea for special consideration, bearing in mind at the same time the right of the Organization and the employees whom it represents to make their own case.

THE CLAIMED INEQUITY AS BETWEEN YARD GROUND SERVICE EMPLOYEES AND ROAD PASSENGER AND THROUGH FREIGHT SERVICE EMPLOYEES

The Organization's claim of an inequity between yard service and road service employees is founded on the cumulative results, over the past several decades, of the application of the so-called dual basis of pay which obtains in the case of the road passenger and through

freight service employees. Under this system of pay these employees are paid on the basis of hours or miles, whichever produces the greater compensation; on the other hand, yard ground service employees are paid only by the hour. The mileage equated to a day's work is 100 miles in the case of through freight service and 150 miles in the case of road passenger service. The net result is that road passenger and through freight service employees are able, in effect, to earn a contract day's pay for substantially less than eight hours worked. Moreover, when these employees run more miles in a day than the 100 or 150 miles, respectively, they receive proportionately more for that day than would be due if only the contract daily rates were applicable. Accordingly, their monthly earnings are substantially higher, on the average, than would be the case if they worked solely on a straight day rate basis.

The basic day rates of yard and road service operating employees have historically been fairly close together, and continue to be so. But the dual basis of pay for passenger and through freight service employees has resulted in an ever-widening earnings differential favoring these classes of employees. This is because the wage increases uniformly applied to basic rates over a period of many years have produced, in the case of passenger and through freight service employees, increases in average hourly and annual earnings which substantially exceeded earnings accruing to other classes and crafts of employees, including yard ground service employees. For example, the 2-percent increase in basic day rates of through freight engineers which became effective July 1, 1960, will increase their average annual earnings by approximately \$201.16, whereas a similar percentage increase will yield only \$132.70, on the average, for yard ground service employees.

The differential in earnings opportunities favoring road passenger and through freight service employees, based on the dual basis of pay, is considered by the Organization to establish the fact that a gross inequity exists against the Switchmen in yard service. The Carriers, on the other hand, look upon the earnings of passenger and through freight service employees as inordinate, impossible to justify on the basis of skill, effort or responsibility, and as an inequity on the Carriers, not upon yard ground service employees. They oppose any increase for the yard ground service employees involved in this proceeding, in excess of the pattern, because, in their view, it would result in the chain reaction grant of similar increases to other employees and would produce, as an end result, an unjustifiably high wage structure.

The Board is convinced of the good faith of the Organization in pressing its "inequity" case, even though its original demands upon the Carriers did not include a specific demand to equalize earnings opportunities of yard ground service employees and road passenger and through freight service employees. The Board believes, nevertheless, that on the evidence presented in this case, and in the context of the current wage movement as it has unfolded to date, the Organization's demand for an "inequity" increase at this time is not justified, and should be withdrawn. We reach this conclusion on the basis of a number of considerations which, taken together, convince us that, whatever may be the situation in the future, the Organization should settle this year for the industry pattern.

In the first place, it is obvious that the existence of a differential in earnings between groups of employees does not, of itself, mean that a wage inequity exists. The differential favoring road passenger and through freight service employees may or may not be justified by differences in job content or in working conditions. The parties have not attempted in this proceeding to present a thorough comparative analysis of road and yard service work. It may well be that the work of yard ground service employees is considerably more difficult and exacting than as depicted by the Carriers. However, on the record in this case, it cannot be determined what the degree of variance, in terms of total job requirements, may be between the work of the various categories of road passenger and through freight service employees, and the work of yard ground service employees.

It is true that during the period 1922-26 the earnings levels of the yard ground service employees and their counterparts in road passenger and through freight service were roughly equivalent. If ensuing railroad wage history had shown a continuance, in general, of this relationship, but that there had recently appeared a marked deviation therefrom, to the advantage of road passenger and through freight service employees, this circumstance might of itself suggest some inequity in the treatment of other classifications of employees. But this is not what has happened. For many years the railroad labor organizations generally have accepted pattern settlements calling for uniform adjustments in basic day rates, notwithstanding the relatively more favorable earnings results accruing thereby to road passenger and through freight service employees. This wage history seems to indicate that the organizations representing the vast majority of all railroad employees have not taken the position that this differential is an inequity. The Board must take account of this fact in evaluating SUNA's inequity claim.

This brings us to the second consideration which impels the conclusion that the Organization's inequity demand should not be pressed at this time. Road passenger and through freight service employees constitute only 9.1 percent of all the class I railroad employees, and only 36 percent of the operating employees. Moreover, the current wage settlement pattern has now been accepted by the Brotherhood of Railroad Trainmen, which represents some 89 percent of all yard ground service employees, and also by the Brotherhood of Locomotive Firemen & Enginemen, which represents over 99 percent of the firemen employed in yard ground and local freight service. It should be noted further that the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen & Enginemen, which together represents all the engineers in yard and local freight service, have accepted the pattern. Thus, the organizations representing practically all the yard ground and local freight service employees either do not believe that the dual basis of pay gives rise to an inequity against these employees, or else believe that, if an inequity exists, this is not an appropriate time to raise the issues. The SUNA clearly is entitled, as we have noted previously, to do its own bargaining, and to have this Emergency Board independently consider its case. However, this does not and should not preclude the Board from taking cognizance of all the relevant facts, including the wage developments which have already occurred as part of the current wage movement in the railroad industry.

For the reasons stated above, our conclusion is that the differential in earnings opportunities favoring road passenger and through freight service employees over other classes of employees does not, at this juncture, provide a basis for granting the yard ground service employees represented by the Organization an increase beyond the pattern.

THE CLAIMED INEQUITY AS BETWEEN YARD GROUND SERVICE EMPLOYEES AND NONOPERATING EMPLOYEES

The Organization also claims an inequity on the ground that, over a period of years, the nonoperating employees have fared relatively better than yard ground service employees in their wage and earnings treatment, and that the latter are now entitled to receive an increase in excess of the pattern as a "skill differential." The Organization states (Brief, p. 5) :

Because wage increases in recent years have taken the form of across the board adjustments in basic hourly rates, nonoperating employees have had such

a rise in wages compared with switchmen as to deprive switchmen of the wage differential to which their skill entitled them.

It is a fact that the cumulative effect of the wage movements in the industry over the period since 1922-26 has been to reduce the relative advantage which yard ground service employees then held over the 73 classes of nonoperating employees, considered as a group. Wage data make it clear that the percentage differential in the average hourly earnings of yard ground service employees over that of nonoperating employees, considered as a group, has declined from about 50 percent in the 1920's to approximately 20 percent currently. What has happened is that the preponderance of uniform cents-per-hour wage increases over the past 30 years has resulted in greater percentage increases for the nonoperating employees, as a total group, than in the case of yard ground service employees, because the average wage level of the nonoperating employees has been lower than that of the yard ground service employees.

On the other hand, the same kind of comparisons between yard ground service classifications and the more highly skilled categories of nonoperating employees show that yard ground service employees have held their own, on the whole, and may even have improved their relative position. For example, while the yard ground service employees have increased their average hourly earnings since the period 1922-26 by 261.5 percent (through November 1959), the skilled craftsmen, who were at approximately the same earnings level as Switchmen in 1922-26, have increased their average hourly earnings during the same period by amounts ranging from 229.3 percent (molders) to 251.4 percent (electrical workers "A")—in all instances less than the percentage increase received by the yard ground service employees. This analysis suggests that if the yard ground service employees are suffering an inequity as compared with the "non-ops" as a total group, so too are the more highly skilled "non-ops" crafts suffering a similar inequity.

The Board appreciates that the wage relationships which now prevail as between the higher and lower paid railroad employees, as compared with what they were 30 years ago, may be a matter of legitimate concern to the former, including, of course, the yard ground service employees. However, the Board believes that the present situation does not call for immediate corrective action taking the form of an increase for yard ground service employees which exceeds the pattern. The percentage pattern which has emerged during the current wage movement in the industry will, of itself, be corrective in its impact. The switchmen, having over a period of years gone along

with the concept of cents-per-hour pattern settlements, cannot reasonably expect that existing wage relationships should be substantially altered at this time. Corrective progress can be made by continuing to use a percentage formula as the basis for any future wage adjustments.

RECOMMENDATIONS OF THE BOARD

The Board finds and recommends that the dispute committed to its investigation and report should be resolved as follows:

1. By including the cost-of-living allowances in effect May 1, 1960 (17 cents per hour), in, and making them a part of, the existing basic rates of pay.
2. By canceling the cost-of-living adjustment provisions in existing agreements.
3. By increasing basic daily rates in effect November 1, 1959 (as revised under recommendation No. 1), two percent (2%) effective July 1, 1960, and an additional two percent (2%) of the same basis effective March 1, 1961.
4. By increasing all arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees in proportion to, and on the effective dates of, the increases herein recommended.
5. By agreeing that the increases recommended herein shall be effective from July 1, 1960, and March 1, 1961, as aforesaid, until November 1, 1961, and thereafter until changed in accordance with the Railway Labor Act, and that no other wage increases or decreases shall be made effective before November 1, 1961.
6. By withdrawing any and all demands not consistent with the foregoing.

Respectfully submitted.

RUSSELL A. SMITH, *Chairman.*

HAROLD M. GILDEN, *Member.*

MORRISON HANDSAKER, *Member.*

WASHINGTON, D.C., *July 8, 1960.*

APPENDIX A-1

**CARRIERS REPRESENTED IN THIS PROCEEDING BY THE
WESTERN CARRIERS CONFERENCE COMMITTEE**

Chicago, Rock Island and Pacific Railroad Company.
Denver and Rio Grande Western Railroad Company.
Fort Worth and Denver Railway Company.
Great Northern Railway Company.
Minneapolis & St. Louis Railway Company.
Southern Pacific Company (Pacific Lines).
Spokane International Railroad Company.
Western Pacific Railroad Company.
Davenport, Rock Island and North Western Railway Company.
Kansas City Terminal Railway Company.
Northern Pacific Terminal Company of Oregon.
Saint Paul Union Depot Company.
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans.
Lake Superior Terminal and Transfer Railway Company.
Los Angeles Junction Railway Company.
Railway Transfer Company of the City of Minneapolis.
Sioux City Terminal Railway Company.

APPENDIX A-2

**NOTICE OF FEBRUARY 21, 1959, SERVED BY SWITCHMEN'S UNION OF
NORTH AMERICA ON EACH OF THE CARRIERS PARTIES TO THIS
PROCEEDING**

SWITCHMEN'S UNION OF NORTH AMERICA, A.F.L.-C.I.O

HEADQUARTERS

3 Linwood Ave., Buffalo 2, N.Y.

FEBRUARY 21, 1960.

Mr. -----

DEAR SIR: In accordance with the provisions of the Railway Labor Act, as amended, and the agreement or agreements now in effect on the ----- Railroad, particularly Article IX of the March 8, 1957 National Mediation Agreement, Case No. A-5249, please accept this as formal notice of our desire to change, effective November 1, 1959, the provisions of said agreement or agreements governing rates of pay for any and all of the employees on said railroad who are represented by the Switchmen's Union of North America as follows:

(1) The cost-of-living allowances in effect November 1, 1959, shall be included and made a part of existing basic rates of pay.

(2) The cost-of-living adjustment provisions will be continued in effect with appropriate revisions in paragraphs (a), (b), (c), and (f) to reflect a new Consumer Price Index base which shall be the index as of September 1959.

(3) Basic daily rates in effect November 1, 1959, as revised by item 1, will be increased 12 percent.

(4) All arbitraries, miscellaneous rates, special allowances, monthly and daily guarantees in effect November 1, 1959, will be increased by 12 percent.

Like notice is being served on other carriers on a national basis in accordance with Article IX of the National Mediation Agreement in Case No. A-5249, dated March 8, 1957.

It is the desire of the undersigned that conference with respect to the subject matter of this notice be held at the earliest practicable date within thirty (30) days after receipt of this notice, and that within ten (10) days after receipt of this notice you suggest in writing to the undersigned the time and place for the beginning of such conference, in accordance with the provisions of the Railway Labor Act, as amended.

In event settlement is not reached in conference, please advise promptly in accordance with the above-mentioned agreement the name of the carriers' conference committee who will represent your carrier to meet and dispose of this question with a like committee of this organization.

Very truly yours,

General Chairman.

APPENDIX A-3

NOTICE OF THE CARRIERS, PARTIES TO THIS PROCEEDING, SERVED ON OR ABOUT MARCH 20, 1959, ON SWITCHMEN'S UNION OF NORTH AMERICA

Mr. _____

General Chairman.

DEAR SIR: Please refer to our letter of _____, acknowledging your letter of February 21, 1959, serving notice of your desire to change the provisions of existing agreement or agreements governing the rates of pay for employees of this railroad who are represented by the Switchmen's Union of North America.

We hereby give notice, under our existing agreement or agreements and in accordance with the provisions of the Railway Labor Act, of our desire to amend such agreements as follows:

1. Effective November 1, 1959, all rates of pay (which for the purposes of this notice shall include cost-of-living allowances) in effect on October 31, 1959, shall be decreased 15 cents per hour, or \$1.20 per day. All mileage rates, guarantees, arbitraries, miscellaneous rates, and special allowances shall be decreased in proportion to the daily decrease; except that daily earnings minima shall be decreased by the amount of the daily decrease, and in local freight service the same differential in excess of through freight rates shall be maintained.

2. The cost-of-living adjustment provisions contained in existing agreement or agreements shall be canceled effective October 31, 1959.

We will discuss and handle these proposed changes to a conclusion concurrently with the changes proposed in your notice of February 21, 1959.

Very truly yours,

APPENDIX A-4

EXECUTIVE ORDER NO. 10878 CREATING EMERGENCY BOARD NO. 131

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY AND OTHER CARRIERS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE AND CERTAIN OF THEIR EMPLOYEES

Whereas a dispute exists between the Chicago, Rock Island and Pacific Railroad Company and other carriers represented by the Western Carriers' Conference Committee, designated in list A attached hereto and made a part hereof, and certain of their employees represented by the Switchmen's Union of North America, AFL-CIO, 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 section 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 this dispute. No member of the board shall be pecuniarily or otherwise interested in any organization of railroad employees or any carrier.

The board shall report its findings to the President with respect to the 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, Rock Island and Pacific Railroad Company and other carriers, represented by the Western Carriers' Conference Committee, or by their employees, in the conditions out of which the dispute arose.

THE WHITE HOUSE *May 23, 1960.*

APPENDIX A-5

APPEARANCES FOR SWITCHMEN'S UNION OF NORTH AMERICA

Lee Leibik, of Leibik & Weyand, Attorneys.

Neil P. Speirs, International President.

William Meyers, Executive Vice President.

James Keenan, General Chairman, SUNA, Delaware, Lackawanna & Western Railroad Company.
 Lloyd A. Combs, General Chairman, SUNA, Great Northern Railway Company.
 John S. Tamaska, General Chairman, SUNA, Denver & Rio Grande Western Railroad Company.
 Dr. Jacob J. Kaufman, Economic Consultant.

APPENDIX A-6

APPEARANCES FOR THE CARRIERS

Howard Neitzert, Robert Diller, Robert L. Jones, Martin M. Lucente, and James R. Wolfe, of Sidley, Austin, Burgess & Smith, Attorneys.
 T. Short (Chairman), Chairman, Committee on Labor Relations, The Association of Western Railways.
 L. D. Comer, Assistant Vice President—Personnel, The Atchison, Topeka and Santa Fe Railway.
 E. H. Hallmann, Director of Personnel, Illinois Central Railroad.
 E. B. Herdman, Director of Personnel, Denver & Rio Grande Western Railroad.
 G. E. Mallery, Vice President—Personnel, Chicago, Rock Island & Pacific Railroad.
 K. K. Schomp, Manager of Personnel, Southern Pacific Company.
 A. J. Van Dercreek, Vice President—Personnel, Union Pacific Railroad.
 J. E. Wolfe, Vice President—Personnel, Chicago, Burlington & Quincy Railroad.