

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

**APPOINTED BY EXECUTIVE ORDER 10944 DATED  
MAY 19, 1961, PURSUANT TO SECTION 10 OF  
THE RAILWAY LABOR ACT, AS AMENDED**

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**To Investigate a dispute between the Baltimore and Ohio  
Railroad Company and other carriers represented by the  
Eastern, Western, and Southeastern Carriers' Conference  
Committees and certain of their employees represented by  
the Railroad Yardmasters of America, a labor organization.**

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**(NMB Case A-6360)**

**WASHINGTON, D.C.  
JULY 10, 1961**

**(Emergency Board No. 137)**

## LETTER OF TRANSMITTAL

WASHINGTON, D.C.

*July 10, 1961.*

THE PRESIDENT,

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

MR. PRESIDENT: The Emergency Board created by you on May 19, 1961 by Executive Order 10944, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate a dispute between the Baltimore and Ohio Railroad Company and other carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and certain of their employees represented by the Railroad Yardmasters of America, a labor organization, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted.

HAROLD M. GILDEN, *Chairman.*

Reverend LEO CYRIL BROWN, *Member.*

WILLIAM HOFFMAN COBURN, *Member.*

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## RECOMMENDATIONS

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 on May 1, 1960 (\$34 per month) in the existing basic rates of pay.

2. By cancelling the cost-of-living-adjustment provisions in existing agreements.

3. By increasing basic monthly rates in effect on June 30, 1960 (as adjusted under Recommendation No. 1 hereof) two percent (2%) effective July 1, 1960, and an additional two percent (2%) of the same base, effective March 1, 1961.

4. By agreeing that the cost-of-living adjustments of \$4 per month, effective November 1, 1960, and \$2 per month, effective May 1, 1961, respectively, shall be cancelled, and that the amounts paid under said adjustments shall be deducted from the back pay accruing from the wage increases mentioned in Recommendation No. 3 hereof.

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. Monthly rates of RYA Yardmasters shall be adjusted by adding the equivalent of 28 pro-rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum (2088) plus 28, divided by 12, will establish a new hourly factor ( $176\frac{1}{3}$ ), and overtime rates will be computed accordingly.

7. Yardmasters' monthly salaries shall not be reduced, because of a holiday not worked, in those instances where their jobs are blanked on that day.

8. That the parties incorporate into an agreement the substance of the following provisions to become effective with the calendar year 1962:

(a) An annual vacation of 2 weeks (10 working days) with pay for each Yardmaster on a 5-day work week who rendered compensated Yardmaster service on not less than 110 days during the preceding calendar year (12 working days for each Yardmaster on a

6-day work week who rendered compensated service on not less than 132 days during the preceding calendar year).

(b) An annual vacation of 3 weeks (15 working days) with pay for each Yardmaster on a 5-day work week with 15 or more years of continuous service, who rendered compensated Yardmaster service on not less than 100 days during the preceding calendar year (18 working days for each Yardmaster on a 6-day work week who rendered compensated service on not less than 120 days during the preceding calendar year).

(c) Payment for Yardmaster work performed during a Yardmaster vacation period shall be at the rate of time and a half in addition to vacation pay.

(d) Time lost by a Yardmaster due to his sickness or injury shall be included in computing days of compensated service and years of continuous service for vacation qualification purposes, on the basis of a maximum of 10 such days for a Yardmaster with less than 3 years of continuous service with the employing carrier; 20 such days for a Yardmaster with 3 but less than 15 years of continuous service; and 30 such days for a Yardmaster with 15 or more years of continuous service.

(e) Time spent in the Armed Forces of the United States by Yardmasters who have either performed seven-months' service as such with the employing carrier, or have performed in a calendar year sufficient Yardmaster service to qualify them for a vacation in the following year, shall be credited as qualifying service in determining the length of vacations for which they qualify upon their return to service as Yardmasters with the employing carrier.

(f) On termination of the employment relationship, earned vacation allowances shall be paid to a Yardmaster, if living, and, if not living, to his designated beneficiary, or surviving spouse or children, or to his estate.

(g) A prohibition against accumulating vacations or carrying over same from one vacation year to another.

(h) Cooperation on a local level in arranging vacation schedules and giving due regard to Yardmaster preferences in seniority order.

9. By withdrawing any and all demands not consistent with the foregoing.

## INTRODUCTION

The parties before the Board are the Railroad Yardmasters of America (hereinafter called "RYA" or "the Organization") and approximately 80 eastern, western and southeastern line haul, switching, belt, and terminal railroads represented by the Eastern, Western &

Southeastern Carriers' Conference Committees (hereinafter called "the Carriers"). A list of the railroads who are parties to this proceeding, represented respectively by the Eastern, Western & Southeastern Carriers' Conference Committees, is contained in appendix A-1 of this report.

The RYA represents approximately 3,737 (63.5%) of the total of 5,889 employees, classified as Yardmasters and Assistant Yardmasters, employed on class 1 railroads during 1960. Representation of the balance of this craft is divided as follows:

|   | Percent |      |
|---|---------|------|
| Railroad Yardmasters of North America-----  | 1,314   | 22.3 |
| Brotherhood of Railroad Trainmen-----       | 356     | 6.1  |
| Order of Railway Conductors & Brakemen----- | 13      | .2   |
| Other organizations-----                    | 297     | .5   |
| Not represented-----                        | 172     | 2.9  |

In terms of percentage distribution among the 128 recognized railroad job classification groupings, the complement of Yardmasters and Assistant Yardmasters before this Board comprises 0.5% of the total of 780,494 employees working on the class 1 railroads in 1960.

The Yardmaster's job, in broad outline, includes the direction and supervision of yard, train and engine service, and clerical employees, in the performance of railroad yard and terminal operations, consisting principally of the making-up and breaking-up of trains, the supplying and distributing of cars, the servicing of industrial plants located within yard territory, and the handling of general yard switching and related work. Although Yardmasters are promoted from various crafts, they usually are advanced from the ranks of Yardmen, and most of them have served previously as Yard Foremen or Switchmen.

### THE DEVELOPMENT OF THE DISPUTE

This dispute originated with a notice dated October 1, 1959, served by RYA, pursuant to section 6 of the Railway Labor Act, on each of the individual carriers whose Yardmasters it represents. This notice and the attachments affixed thereto (copies of which are set forth in appendix A-2 of this report) proposed certain changes in existing agreements between the RYA and the Carriers to provide wage increases, cancellation of cost-of-living clauses under designated conditions, supplemental sickness insurance benefits and modification of vacation and holiday rules.

On or about October 9, 1959, the Carriers served notice on the RYA (appended as appendix A-3) proposing certain wage decreases, cancellation of the cost-of-living provisions, and amendment of vacation rules.

The RYA proposals and Carrier counter-proposals were discussed initially in conferences on the individual properties in October 1959, and when no agreement was reached, the matter was referred to national handling. The Eastern, Western, & Southeastern Carriers' Conference Committees, established by the Carriers in March 1960, held their first meeting with the RYA National Conference Committee on September 15, 1960. After two subsequent meetings held in October 1960, it became apparent that the dispute could not be resolved, and on October 20, 1960, the parties jointly involked the services of the National Mediation Board.

The National Mediation Board in a series of meetings held with the parties in Chicago, Ill., and Washington, D.C., between December 6, 1960 and March 16, 1961, attempted, without success, to mediate the dispute. Subsequently, on April 10, 1961, the RYA rejected the National Mediation Board's proffer of arbitration.

In the meantime the RYA membership had authorized a strike in support of its demands, and the Organization thereupon notified the Carriers that the services of its members would be withdrawn at 6 a.m. on May 22, 1960.

Having exhausted the procedures available under the Railway Labor Act for effecting settlement, the National Mediation Board notified the President of the United States that in its judgment the dispute threatened substantially to interrupt interstate commerce to a degree such as to deprive a section of the country of essential transportation service. Thereupon, the President by Executive Order No. 10944, dated May 19, 1961 (a copy of which appears in appendix A-4), created this Emergency Board No. 137, pursuant to section 10 of the Railway Labor Act. On the same day the President appointed this Board, composed of Harold M. Dilden, Chicago, Ill., Chairman, William H. Coburn, Washington, D.C., and Reverend Leo C. Brown, St. Louis, Mo.

Following the convening of the Board on May 23, 1961 in Washington, D.C., hearings were held in that city for 10 days commencing May 29, 1961 and ending June 9, 1961. Post-hearing briefs were filed with the Board on June 16, 1961, and final arguments were heard in Chicago, Ill., on June 19, 1961. Appearances entered on behalf of the parties are listed in appendices A-5 and A-6 of this report.

The transcript of the proceedings consists of 1,424 pages. In addition, the record includes 8 exhibits filed by the Organization, and 13 exhibits filed by the Carriers.

When it became evident that the Board would be unable to complete its investigation and report to the President within the 30 days specified in Executive Order No. 10944, the parties stipulated to



request the President to grant the Board an extension of time up to but not later than July 19, 1961, for filing its report. The requested extension was approved by the President on June 16, 1961 (appendix A-7).

## THE ISSUES, IN GENERAL, AS CONTEMPLATED BY THE ORIGINAL PROPOSALS

### *A. Requested by the Organization:*

1. *Holidays*—Nine paid holidays per year at pro-rata rate, and, if certain conditions are met, extra pay at time and one-half for required work on holidays.

2. *Vacations*—Revision of existing vacation agreements to provide for 2 weeks' vacation for Yardmasters with less than 5 years' continuous service, 3 weeks' vacation for Yardmasters with 5 but less than 10 years' continuous service, or for Yardmasters who have been regularly assigned as such for at least 3 but less than 5 years, and 4 weeks' vacation for Yardmasters with 10 or more years' continuous service, or who have been regularly assigned as Yardmasters for at least 5 years, and for partial vacations for those who fail fully to meet the requirements of service in the year preceding the vacation. Also, for other revisions in the rules concerning qualifications for vacations and the treatment of a holiday falling in a vacation period.

3. *Supplemental Sickness Insurance*—A nongovernmental plan of sickness insurance supplemental to the sickness benefits provided under the Railroad Unemployment Insurance Act.

4. *Wages*—Cancellation of the cost-of-living adjustment provisions of existing agreements, inclusion of past adjustments in basic rates, and an increase of \$50 per month in resulting rates.

### *B. Requested by the Carriers:*

1. Cancellation of cost-of-living adjustments as of October 31, 1959, and a decrease of \$30 a month in all rates of pay on October 31, 1959 and a further decrease of \$10 per month in all rates in effect on November 1, 1959.

2. Revision of rules, effective with calendar year 1960, to provide for an increase in the number of days of compensated Yardmaster's service to qualify for a vacation.

## WAGE ISSUE

In the interval that has elapsed since October 1959, when the RYA initiated its wage proposal, the labor organizations representing virtually all railroad employees other than those before this Board have accepted a pattern settlement of wage demands, which similarly were presented in the fall of 1959. The Carriers now urge this Board

to recommend that the RYA wage issue be disposed of on the basis of the so-called 1959-1960 wage pattern which would provide: (1) cancellation of the cost-of-living clause and inclusion in basic rates of the adjustments in effect May 1, 1960 (subsequent payments made under the cost-of-living clause, which did not accrue to other employees who had already settled on the pattern basis to be credited against the retroactive compensation due under the proposed rate increase; (2) an increase in monthly rates of 2% on July 1, 1960, and 2% effective March 1, 1961; and (3) a moratorium on further increases until November 1, 1961.

In considering the evidence presented by RYA to support the proposition that the RYA Yardmasters merit better wage concessions than those envisioned by the 1959-1960 wage pattern, it becomes apparent at the outset, that Yardmasters, along with the three major groups of railroad employees—road operating, yard operating, and nonoperating—from August 1, 1937, to May 1, 1960, have received approximately the same total amount in general wage increases and cost-of-living adjustments. During this period, the cumulative general wage increases and cost-of-living adjustments were:

|                                   |                  |
|-----------------------------------|------------------|
| For road operating employees..... | 156.5¢ per hour. |
| For yard operating employees..... | 156.5¢ per hour. |
| For non-operating employees.....  | 156.9¢ per hour. |

(Including 6.5¢ applied to health and welfare benefits.)

|                 |   |   |
|-----------------|---|---|
| For Yardmasters | { | 159.0¢ per hour. (On the basis of the applicable monthly-hours multiplier (200) used in computing Yardmaster wage increases.) |
|                 |   | or  |
|                 | { | 187.0¢. (On the basis of the applicable monthly-hours divisor (174) used to determine straight-time hourly rates.)            |

These wage data reveal that in the leveling-out process, and in the persistent attempts to maintain almost an exact degree of wage parity, the Yardmasters have kept well abreast of wage improvements realized by other railroad employees.

On the subject of long-range comparisons between Yardmasters' earnings and wages paid workers in outside industry the showing of a 70% increase in Yardmasters' average straight-time hourly earnings between June 1950 and June 1959, in contrast to 55% and 60% rises, respectively, for employees in all manufacturing and durable goods, goes a long way to convince the Board that an inequity cannot be extracted from that relationship.

Admittedly, the virtually consistent practice for nearly twenty-five years of making wage adjustments in terms of uniform cents

per hour increases has tended through the years to narrow previously-existing wage differentials between the higher-rated and lower-rated railroad employees. But both the RYA and the Carriers share responsibility for the cumulative impact on these differentials of this method of handling. This situation, gradually built up over a long period of time, cannot be remedied in a single abrupt move without imposing an unwarranted financial burden on the Carriers. Strict adherence to the percentage technique in ensuing wage adjustments will go far toward providing corrective action.

On the subject of rate comparisons between Yardmasters and Train Dispatchers, the records show that a 179% increase in average earnings per hour worked for Train Dispatchers contrasts with a 199% increase received by Yardmasters in the period from 1922-1926 to 1959. Also, a \$28-monthly-rate differential existing in December 1945, in favor of Train Dispatchers over Yardmasters, shriveled to \$12.53 by December 1959, despite two special increases totaling \$18.96 per month awarded the Train Dispatchers in 1951 and 1955. From the foregoing it cannot be said that the Yardmasters made less favorable wage progress than did the Train Dispatchers. Moreover, the Train Dispatchers' monthly rates have traditionally exceeded the Yardmasters', and the relatively slight disparity which now exists is not of sufficient import to suggest an inequitable wage relationship between the two groups.

In further support of its wage request, the Organization points out that most Yardmasters work a 6-day week, but receive no premium pay for the 6th day. But this alleged inequity is a consequence of the Yardmasters' own choice.

Since September 30, 1951, the Yardmasters have had the right, on serving 3-months' notice, to make a 5-day work week operative on the properties where RYA holds bargaining rights. Unlike other railroad crafts which become eligible for the full 5-day conversion increase only when they adopt an actual 5-day work week, the Yardmasters, while still working 6 days per week, are receiving the 5-day rates. Such scheduling has made it possible for Yardmasters' annual earnings to surpass those of Train Dispatchers. Apparently, there are advantages to a 6-day work week of sufficient importance to explain in part why most Yardmasters have not elected to work the 5-day week.

The Organization argues that a 20% differential normally prevails in outside industry between the rates of supervisors and of the highest paid employees they supervise, and contends that at a minimum this differential should exist between the rates of Yardmasters and of Yard Conductors and of Yard Engineers. Not only does the

record fail to establish that a 20% differential in supervisors' pay over the rate of the highest paid employee supervised is an authoritative wage-policy criterion, but, the Board is not persuaded either that the RYA Yardmasters' rate structure is inequitably unbalanced solely because this stated percentage is not realized, or that, on that ground alone, the long-standing relationship between Yardmasters and the employees they supervise should be disrupted.

Moreover, the findings of Emergency Board No. 81 in 1950 (directed at Yardmasters represented by ORC and BRT) are particularly pertinent to this matter :

The suggested increase in the hourly rates of Yardmasters should place their rates and earnings 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.

RYA was one of the first labor organizations to conclude an agreement with the Carriers adopting the recommendations of Emergency Board No. 81. It is difficult to argue that in so doing RYA did not concede that, in its own situation at that time, the adjustments which Emergency Board No. 81 recommended established a proper wage relationship between both RYA Yardmasters and other comparable subordinate railroad officials, and between RYA Yardmasters and the employees whom they supervise. The relationships existing in 1950 have not since been substantially altered.

In reaching these conclusions, the Board is not unmindful of RYA's prerogative, as an independent labor organization and as the exclusive bargaining agent of the Yardmasters it represents, to press its claim for greater wage benefits than those heretofore accepted by other railroad labor organizations. Certainly, nothing in these findings is intended to dilute RYA's right to chart its own bargaining objectives, and to decide for itself, separate and apart from the commitments made by other unions on the same subject, as to what is justifiably due its own constituents.

There is no denying, however, that, by and large, pattern settlements have been the rule in railroad wages movements for a long time. The notion that wage gains secured by one segment of railroad employees eventually must be extended to all other crafts and classes stands out as the dominant theme characterizing the solution of the complex wage problems of the railroad industry for more than a quarter of a century. Examples of the use of the pattern principle, in effecting wage settlements with the various crafts and classes, occur again and again in the narrating of the railroad negotiating story for the last twenty-five years. The events of the past show that RYA

has not been reluctant in demanding wage increments which were either tailored to or precisely matched the adjustments made available to other railroad employees. RYA's successful attainment of these objectives was due, in no small measure, to the recognition given to the equality of treatment idea—the cornerstone of the pattern principle.

Any substantial departure from the wage pattern already developed in the 1959–1960 wage movement through the settlements reached with the organizations representing other railroad employees would introduce chaotic chain reactions into the railroad labor-relations picture generally, and would create particular unrest, both among the sizable groups of Yardmasters represented by labor organizations other than RYA, and among railroad personnel who, like Yardmasters, are commonly referred to as “subordinate officials.”

Indeed, the Board would have no hesitancy in departing from an established wage pattern, if such a step were required to do equity. However, the Board's analysis of the wage issue leads us to conclude that no inequity has been suffered by the RYA Yardmasters. In the considered opinion of the Board, a wage adjustment which conforms in all essential respects to the 1959–60 wage pattern will do justice to the RYA Yardmasters.

The pattern settlement specifies a cut-off date of May 1, 1960, for incorporating cost-of-living adjustments in basic rates of pay. As of that date, cost-of-living adjustments granted Yardmasters since 1957 totaled \$34 per month. During the pendency of this dispute RYA Yardmasters benefited from two additional cost-of-living increases, namely, \$4 per month effective November 1, 1960, and \$2 per month effective May 1, 1961. The Board deems it fitting that the cost-of-living increments (in excess of \$34 per month) which became effective on November 1, 1960, and May 1, 1961 (\$6 per month in the aggregate) be cancelled and the amounts representing such excess, already paid to RYA Yardmasters, be offset against the back pay which will accrue to them under the increases proposed in this report.

## **HOLIDAY PAY**

The organization's request for paid holidays raises two preliminary questions:

1. Do RYA Yardmasters now have paid holidays?
2. Is any portion of the wage increases granted to RYA Yardmasters since 1954 properly allocable to, or to be considered in lieu of, paid holidays?

As to the first of these, it should be noted that the Yardmasters' work schedule and method of payment do not differentiate between

holidays and other work days. The Yardmaster is expected to work 261 days per year, that is, all the days of the year other than 104 (two rest days each week). The annual compensation of the Yardmaster contemplates 261 days of work, payable in 12 equal monthly installments. Thus, the Yardmasters' monthly rate assumes the holidays will be worked, and includes the same payment for holidays as for any other work day.

Implicit in the holiday-pay provisions found in most labor agreements is the understanding that the employees covered thereby will be credited with a day's pay on each designated holiday without being required to perform any work thereon. The Yardmaster situation, however, contemplates his working on the holiday at the straight time rate. Although the incidence of a holiday does not usually occasion any reduction in the Yardmaster's takehome pay, the fact remains that Yardmasters must work the holiday in contrast to employees covered by different holiday pay clauses who are paid for a day of leisure. Thus it is clear that Yardmasters do not receive "paid holidays" within the meaning normally given to those words.

With respect to the second question our analysis of the statistical data presented by the parties reveals that contrary to the position taken by the Carriers no part of the \$10-per-month wage increase, effective December 16, 1953, or any other subsequent wage increase awarded the RYA Yardmasters, may be considered as an offsetting equivalent of the holiday benefits which certain nonoperating employees received in 1954.

The Organization has shown that the overwhelming majority of workers in American industry covered by union agreements received paid holidays and that continuous process industries and those utilities which must maintain service on holidays are no exceptions to the general rule.

That evidence standing alone, however, is not decisive of the issue. Holiday benefits are but one of the elements of total employees compensation. If this Board were obligated to inquire how total compensation of railroad employees, including all fringe benefits, compares with compensation in industry generally for occupations of similar skill, responsibility, and effort, industry by industry comparisons would be relevant. But a comparison of that kind is not helpful here. The evidence in this case points to one inescapable conclusion: for a quarter of a century at least, the various railroad labor organizations and the carriers have striven to maintain equal progress in wages and other benefits among all the classes and crafts. It must be assumed that in negotiating their labor contracts the railroad labor organizations were fully aware of the progress made in the treatment of holidays in outside industry. It would be unrealistic to infer that

this progress had no bearing on the total railroad bargaining achievements. Accordingly, this Board is persuaded, in considering the propriety of the Organization's request for paid holidays, that the greatest weight must be given to practice within the railroad industry and that the controlling question is whether or not the Yardmasters have fared as well in this respect as have other railroad employees.

The nonoperating crafts and some yard operating employees now receive paid holidays. The yard-service employees "purchased" their paid holidays by foregoing 4 cents of a general wage increase received by RYA Yardmasters, and available to all other railroad employees, in the 1956-58 wage movements. Consequently the holiday benefits of the yard-service employees do not constitute a precedent for the Organization's request here.

Time off with pay on 7 holidays was among the requests of the 15 nonoperating railroad labor organizations which appeared before Emergency Board No. 106 in 1954. A substantial majority of the employees represented in that proceeding, being hourly rated, were paid only 4 days' compensation on the week in which a holiday occurred, unless required to work on that holiday. Some other "non-op" employees, however, were paid on a monthly basis which contemplated  $169\frac{1}{3}$  hours of work per month, and 254 days of work per year. For those employees the work schedule did not contemplate work nor did their remuneration comprehend pay for holidays. They neither worked the holidays nor were they paid for them.

Another group, apparently a small minority of monthly-rated employees appearing before Emergency Board No. 106, were scheduled for 174 hours per month and 261 days per year. These employees were expected to work on holidays, and their monthly salary provided straight-time pay for work performed on such days. In this respect their situation was identical to that of the RYA Yardmasters today.

For hourly-rated employees and for those monthly-rated employees whose hourly rate was based on  $169\frac{1}{3}$  hours per month, Emergency Board No. 106 recommended paid holidays whenever one of seven designated holidays fell on a work day of a work week. As a result of these recommendations, hourly-rated employees obtained payment at the pro-rata rate for the unworked holiday occurring during the work week, and monthly-rated employees ( $169\frac{1}{3}$  hours per month) received adjustments in monthly salaries equal to  $4\frac{2}{3}$  hours added pay, that being the equivalent of seven paid unworked holidays per year.

Emergency Board No. 106 made no holiday-pay recommendations concerning monthly-rated employees whose monthly rates were pred-

icated upon 174 hours per month. However, the Non-Op Agreement of August 21, 1954, granted such employees an adjustment equal to  $2\frac{1}{3}$  hours added pay per month (28 hours added pay per year). Equity requires that the RYA Yardmasters be given the same consideration. This means adjusting RYA Yardmasters' monthly rates of pay by adding the equivalent of  $2\frac{1}{3}$  pro-rata hours. The factor of 174 hours presently used for determining RYA Yardmaster hourly rates, under the terms of the proposed adjustment, becomes  $176\frac{1}{3}$  hours.

Moreover, the principle of maintenance of take-home pay, enunciated by Emergency Board No. 106, will best be preserved by not making any deduction for a holiday not worked in those instances where the Yardmaster's job is blanked on that day.

## VACATIONS

The Organization is requesting a national vacation agreement which would standardize, and in many important respects liberalize, existing vacation practices. The proposal is analyzed under the following headings:

*LENGTH OF VACATIONS:* Yardmasters have enjoyed 2 weeks of vacation after 1 year of service since the days of Federal control of railroads in World War I. The third week of vacation after 15 years' of service was awarded RYA Yardmasters in 1954. They are now requesting that the qualifying period for the third vacation week be reduced to 5 years, and that they become eligible for a fourth week of vacation after 10 or more years of service.

The proposal of a fourth week of vacation after 10 years of service is identical to a request advanced by the non-op organizations appearing before Emergency Board No. 130 in 1960. After a thorough study of the statistical data introduced, Emergency Board No. 130 pointed out: "The evidence does not indicate that the development of that trend (adoption of a fourth week) into general industry practice is imminent."

It is true that evidence submitted to this Board which was not available to Emergency Board No. 130 shows some slight acceleration of a trend toward extending a fourth week of vacation in outside industry. But on the basis of the entire record this Board finds still valid the conclusion reached by Emergency Board No. 130 that "the present maximum allowance of 3 weeks' vacation in the railroad industry is in line with general industry practice, and a recommendation that the Carriers grant a fourth week seems inadvisable."

*LENGTH OF SERVICE REQUIREMENTS:* The Organization proposes the granting of a 2-week vacation for Yardmasters with



less than 5 years continuous service, and a 3-week vacation for Yardmasters with 5 but less than 10 years' continuous service or for Yardmasters who have been regularly assigned as such for at least 3 and less than 5 years.

Yardmasters have enjoyed 2 weeks' of vacation after 1 year of service since 1918, and in the Board's view this practice ought to be retained.

Both on the railroads and in industry generally 15 years' of service is the minimum required to qualify for a 3-weeks' vacation. No substantial showing has been made in this proceeding which would justify a reduction in this service requirement.

**MINIMUM WORK REQUIREMENTS:** RYA proposes that 90 days of compensated service rendered during the preceding calendar year shall suffice for purposes of fulfilling minimum vacation work requirements. This contrasts with the following minimum work requirements established by the Non-Op Agreement of August 19, 1960 (on the basis of recommendations of Emergency Board No. 130):

120 days for a 5-day vacation

110 days for a 10-day vacation (for employees with three or more years of continuous service)

100 days for a 15-day vacation (for employees with 15 or more years of continuous service)

[For Yardmasters on a 6-day week the proportionate figures would be 144, 132 and 120 days respectively.]

The Carriers propose that minimum work requirements apply not only to the year preceding the vacation period but also to each of the 15 years needed to qualify for a 3-weeks' vacation. Under the RYA Agreement of August 12, 1954, minimum work requirements is a matter governed by applicable rules on the individual railroads. Standards for qualifying vary, and may, indeed, not even be based on minimum work requirements but upon whether or not the Yardmaster held a regular assignment for a specified period. Where a certain number of days is the standard, it appears that some Carriers have required the requisite service to have been performed in each of the preceding years. Pertinent to this discussion is a provision of the agreement of August 12, 1954:

Annual vacation of 3 weeks with pay will be granted to each such employee who has 15 or more years of continuous service with the employing Carrier and who qualifies for a vacation under existing rules on the individual railroads. Existing qualification requirements will be applied for the third week's vacation in the same manner as Yardmasters now qualify for a 2-week vacation.

The phrase, "existing qualification requirements," as construed by this Board, does not contemplate the inclusion of work requirements in

any except the year preceding the vacation because under existing rules no additional years of service were required of a Yardmaster to qualify for a 2-week vacation. Accordingly, in the Board's judgment the qualifying work requirement should apply only to the year preceding the vacation, and should be 110 days for a 2-week vacation and 100 days for a 3-week vacation. The corresponding requirements for Yardmasters on 6-day assignments would be 132 and 120 days, respectively. Furthermore, in dealing with and referring to the term, "compensated service" the Board means service as a Yardmaster.

*PARTIAL VACATIONS:* The Organization proposes that Yardmasters who have not performed sufficient service in the preceding year to qualify for the full vacation allowance, be granted a portion of that allowance based upon one vacation day either for a specified number of days of compensated service as Yardmaster or for the number of years regularly assigned in that craft. Considering the minimum service requirements herein recommended, it is reasonable to expect that the Yardmasters involved in this proceeding will be able readily to qualify for the full vacation allowance.

*COMBINATION OF SERVICE:* RYA proposed to permit a Yardmaster to include service performed in another class or craft during the preceding year in computing the total number of days of compensated service needed to qualify for a vacation at the Yardmaster's rate of pay.

Thus, it would be possible under the proposal for a Yardmaster to perform a preponderance of service as a clerk or yard conductor in the qualifying year and still qualify for a 2- or 3-week vacation at the Yardmaster's rate of pay. Yardmasters, as a promoted class, continue to protect their ranking seniority rights in the crafts from which promoted. A literal interpretation of RYA's proposal would make eligible for a vacation at the Yardmaster's rate an employee performing as little as 1 day of compensated Yardmaster service and as much as 99 days' service in other crafts or classes. Although this may be an extreme example it does no violence to the essence of the proposal that a Yardmaster's vacation could be earned by service rendered in other work categories. The Board is of the opinion that Yardmaster vacation pay should be based entirely upon his service in the capacity of a Yardmaster.

*DOUBLE TIME FOR VACATIONS WORKED:* The Organization proposes that Yardmasters who have earned vacations that are not afforded them will be paid double time for any work performed during their vacation period, in addition to vacation pay.

The Carriers, in arguing against this proposal, point out that Yardmasters retain seniority in the class or craft from which promoted; therefore they may elect to work in that craft during their Yardmasters' vacation periods. Under such circumstances, the Carriers assert, the proposed rule would impose a penalty which they would be powerless to avoid. The Board is persuaded that this objection, while valid, can be overcome by limiting penalty vacation pay to service performed as a Yardmaster during the period assigned to him for his Yardmaster's vacation.

The Board can find no precedent in the railroad industry which would justify a recommendation of double time for work performed during a vacation period. The currently effective non-op agreement requires payment of time and one-half for work performed during the vacation period, and the prevailing RYA Agreement with the Chicago and North Western Railway contains a similar provision. Accordingly, the Board recommends that a Yardmaster entitled to but not afforded a vacation should receive, in addition to vacation pay, time and one-half for Yardmaster work performed on days of his Yardmaster scheduled vacation.

*PAY FOR HOLIDAYS FALLING WITHIN THE VACATION PERIOD:* In the light of the Board's recommendations on the issue entitled, "Holiday Pay," this issue should be withdrawn.

*COUNTING TIME LOST DUE TO SICKNESS OR INJURY IN DETERMINING VACATION ELIGIBILITY:* RYA proposes that time lost by an employee during the year preceding the vacation year because of his own sickness or injury, or because of the sickness or injury of a member of his family, or because of authorized leave of absence, should be included in computing his qualifying days of service for vacation purposes. The current Non-Op Agreement, stemming from the recommendations made by Emergency Board No. 130 in 1960, permits a limited number of days lost, due only to the employee's own sickness or own injury, to be included in computing days of compensated service for vacation-qualifying purposes. The pattern adopted in the Non-Op Agreement of 10 such days for employees with less than 3 years of service, of 20 such days for employees with 3 to 15 years of service and with 30 such days for employees of 15 or more years of service, is not unreasonable. In the Board's view the identical formula should be adopted here.

*MILITARY SERVICE:* RYA proposes that where Yardmasters have performed some compensated service as Yardmasters, and subsequently enter Military Service, the time spent in the Armed Forces shall be credited as qualifying service in determining vacation benefits. Also, that such Yardmasters returning to the service of the employing carrier on or before September 1 of any year be granted a vaca-

tion in that year. The substance of this proposal has already been adopted in many current labor agreements in the railroad industry. For example, the provisions of the effective agreement with the American Train Dispatchers Association covering this subject are typical, and might well be adopted by the parties here.

**VESTING OF VACATION BENEFITS:** What the RYA proposes under this heading coincides in all significant respects with the provisions incorporated in recent railway labor agreements as a result of the recommendations of Emergency Board No. 130 on this subject. Similar provisions should be adopted here.

**MISCELLANEOUS:** The Board recommends adoption of those proposals prohibiting the accumulation or carrying-over of vacation allowances from one year to another and those which relate to cooperation, on a local level, in assigning vacation dates and giving proper regard to the preferences of Yardmasters in the order of their seniority.

### **THE SUPPLEMENTAL SICK LEAVE PROPOSAL**

The Organization requests a nongovernmental plan for sickness insurance which would be supplemental to and integrated with the sickness insurance provisions of the Railroad Unemployment Insurance Act. Under the terms of that law sickness benefits are payable to railroad employees up to a maximum benefit of \$10.20 per day of sickness for 130 days in each benefit year. There is a waiting period of seven days for the first period of sickness in each benefit year.

The Organization's proposal would assure a Yardmaster a full day's pay for each of the seven days during the waiting period, and for each covered day of sickness thereafter, by requiring the employing carrier to pay an amount equal to the difference between the employee's daily rate and the benefits payable under the Act. Thus, for each of the first seven days of sickness in any year the Carrier would be required to pay a full day's pay; and for each subsequent covered day of sickness in a benefit year the Carrier would be required to make up the difference between a full day's pay and the amount of the benefits payable each day under the Act.

The record does not disclose sufficient data for accurately estimating the cost of the proposed program to the Carriers. It is clear; however, that the cost would be substantial. Actually, it would require the Carriers to assume a financial burden which cannot be justified on the basis of this record.

No railroad labor organization has a sickness benefit program comparable to that proposed by RYA. In industry generally only a minority of employees covered by union agreements have paid sick

leaves. Data published by the Bureau of Labor Statistics show that only 20.2% of 1,594 Labor Agreements studied by the Bureau in 1959 had sick leave provisions, and that only 19.5% of 7,225,000 employees covered by such agreements were beneficiaries of those provisions.

The Board finds in the evidence little if any justification for broadening the existing protection against economic losses incidental to sickness by means of a supplemental program as is proposed here. The Board notes that the Railroad Unemployment Insurance Act was amended in 1959 to provide more liberal and improved benefits, including but not limited to sick leave benefits, for all railroad employees. If, as alleged by RYA, the sickness benefits presently available to Yardmasters are inadequate, the appropriate remedy would appear to be the enactment of additional amendments to the Railroad Unemployment Insurance Act. Accordingly, the Board recommends that this proposal be withdrawn.

Respectfully submitted.

HAROLD M. GILDEN, *Chairman.*

Reverend LEO CYRIL BROWN, *Member.*

WILLIAM HOFFMAN COBURN, *Member.*

WASHINGTON, D.C., July 10, 1961.

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## APPENDIX A-1

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### I

#### CARRIERS REPRESENTED IN THIS PROCEEDING BY THE EASTERN CARRIERS' CONFERENCE COMMITTEE

##### Baltimore & Ohio:

Baltimore & Ohio-Chicago Terminal

Staten Island Rapid Transit

Boston & Maine

Boston Terminal

Buffalo Creek

Cleveland Union Terminals

Chicago River & Indiana

Delaware & Hudson

Delaware, Lackawanna & Western

Detroit Terminal

Erie

Grand Trunk Western

Lehigh & New England

Lehigh Valley

Long Island (Notice dated 9-24-59)

Monon.

New York, Chicago & St. Louis

Pennsylvania  
 Pittsburgh & Lake Erie  
 Pittsburgh & West Virginia  
 Pittsburgh, Chartiers & Youghiogheny  
 Washington Terminal

## II

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

Alton and Southern RR.  
 Atchison, Topeka and Santa Fe Ry., The  
   Gulf, Colorado and Santa Fe Ry.  
   Panhandle and Santa Fe Ry.  
   Chicago and North Western Ry. (including former CStPM &, but excluding former L&M)  
 Chicago, Burlington & Quincy RR.  
 Chicago Great Western Ry. (including South St. Paul Term.)  
 Chicago, Milwaukee, St. Paul and Pacific RR.  
 Chicago Produce Terminal Co.  
 Chicago, Rock Island and Pacific RR.  
   Davenport, Rock Island and North Western Ry.  
 Denver and Rio Grande Western RR., The  
 Des Moines Union Ry.  
 Duluth, South Shore and Atlantic RR.  
 Fort Worth and Denver Ry.  
 Greater Northern Ry.  
 Houston Belt & Terminal Ry.  
 Illinois Northern Ry.  
 Kansas City Southern Ry., The  
 Louisiana & Arkansas Ry.  
 Minneapolis & St. Louis Ry., The  
   Railway Transfer Co. of the City of Minneapolis, The  
 Minneapolis, St. Paul and Sault Ste. Marie RR.  
 Minnesota Transfer Ry., The  
 Missouri Pacific RR.  
 Northern Pacific Ry. (incl. King Street Passenger Station)  
 Ogden Union Railway and Depot Co., The  
 Peoria and Pekin Union Ry.  
 Port Terminal Railroad Association  
 St. Louis-San Francisco Ry.  
   St. Louis, San Francisco and Texas Ry.  
 St. Paul Union Depot Co., The  
 Spokane, Portland and Seattle Ry.  
 Terminal Railroad Association of St. Louis  
 Texas and Pacific Ry., The  
   Fort Worth Belt Ry.  
 TP-MP Terminal RR. of New Orleans  
 Union Pacific RR.  
 Union Railway Co. (Memphis)  
 Union Terminal Co., The (Dallas)  
 Wabash RR.  
 Western Pacific RR., The

## III

CARRIERS REPRESENTED IN THIS PROCEEDING BY THE SOUTHEASTERN CARRIERS'  
CONFERENCE COMMITTEE

Western Railway of Alabama  
Clinchfield  
Florida East Coast  
Gulf Mobile & Ohio  
Jacksonville Terminal  
Louisville & Nashville

Norfolk & Western  
Southern  
Cincinnati New Orleans & Texas  
Pacific  
Alabama Great Southern  
New Orleans & Northeastern  
Georgia Southern & Florida

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APPENDIX A-2

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NOTICE OF OCTOBER 1, 1959, SERVED BY RAILROAD YARDMASTERS OF AMERICA  
ON EACH OF THE CARRIERS PARTY TO THIS PROCEEDING

RAILROAD YARDMASTERS OF AMERICA  
LOCAL LODGE

*October 1, 1959.*

DEAR SIR: Please accept this letter as the usual and customary notice under the Railway Labor Act of our desire to revise and supplement all existing agreements in accordance with the proposals as set forth in Appendix "A", consisting of 4 Sections, attached hereto, such provisions to be effective as of the date specified therein.

It is our desire that conferences on this notice be held at the earliest practicable date and in any event prior to October 31, 1959, and that, within ten days after receipt of this notice you suggest a date, time and place for this conference.

In the event that we are unable to reach an agreement upon the foregoing request at such conference we further propose that the matter be handled on a joint national basis.

In accordance with the usual procedure and on the assumption that an agreement may not be reached in separate system conferences, our organization has created a Yardmasters' National Conference Committee composed of members of our Executive Board.

M. G. SHOCK, *Chairman*

J. S. MEYERS

R. R. REDDY

C. E. FALCONER

R. M. SEMPLE

P. J. KIELY

W. A. SNYDER

which Committee is authorized to negotiate this request to a conclusion on a joint national basis in accordance with the procedures of the Railway Labor Act. In the event an agreement is not reached in our separate system conferences, we request that you join with other carrier managements who are receiving like notice, in the creation of a Carriers' National Conference Committee which will have authority co-extensive with that of the Yardmasters' National Conference Committee.

This notice cancels all previous and now pending notices covering the matters included in appendix A.

Very truly yours,

*General Chairman.*

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## APPENDIX A—1959

### Section 1

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#### COST-OF-LIVING ADJUSTMENTS THROUGH NOVEMBER 1, 1959 TO BE INCLUDED IN BASIC MONTHLY RATES

Rules in effect on the railroads, parties signatory hereto, which provide for cost of living adjustments shall be cancelled as of November 15, 1959 and adjustments made under such rules up to and including November 1, 1959 shall be included in the basic monthly rates.

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#### WAGES INCREASE

Effective November 1, 1959:

After the inclusion in the basic rates of the adjustments as provided above, all resulting rates of pay shall be increased by the addition thereto of fifty dollars (\$50.00) per month.

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## APPENDIX A—1959

### Section 2

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#### VACATIONS

Effective January 1, 1960:

(a) An annual vacation of ten (10) work days with pay will be allowed each yardmaster who, at the end of the vacation year, has less than five (5) years of continuous service and who rendered compensated service on not less than ninety (90) days during the preceding calendar year.

(b) An annual vacation of fifteen (15) work days with pay will be allowed each yardmaster who, at the end of the vacation year, has five (5) but less than ten (10) years of continuous service or has been regularly assigned as yardmaster for three (3) but less than five (5) years and who rendered compensated service on not less than ninety (90) days during the preceding calendar year.

(c) An annual vacation of twenty (20) work days with pay will be allowed each yardmaster who, at the end of the vacation year, has ten (10) or more years of continuous service or has been regularly assigned as yardmaster for five (5) or more years and who rendered compensated service on not less than ninety (90) days during the preceding calendar year.

NOTE.—Example: Each yardmaster who, on or before December 31, 1960, will have completed five (5) but less than ten (10) years of continuous service or will have been regularly assigned as yardmaster for three (3) but less than five (5) years and who rendered compensated service on not less than



ninety (90) days during the year 1959, will be allowed a vacation of fifteen (15) work days with pay during the calendar year 1960.

(d) Yardmasters who do not qualify for full vacations provided in paragraphs (a), (b) and (c) above, will be allowed vacations as follows:

1. Yardmasters who, at the end of the vacation year, have less than five (5) years of continuous service will be allowed one (1) vacation day with pay for each nine (9) days of compensated service as yardmaster during the preceding calendar year, not to exceed ten (10) vacation days per year.

2. Yardmasters who, at the end of vacation year, have five (5) but less than ten (10) years of continuous service or have been regularly assigned as yardmaster for three (3) but less than five (5) years will be allowed one (1) vacation day pay for each six (6) days of compensated service as yardmaster during the preceding calendar year, not to exceed fifteen (15) vacation days per year.

3. Yardmasters who, at the end of the vacation year, have ten (10) or more years of continuous service or have been regularly assigned as yardmasters for five (5) or more years will be allowed one (1) vacation day with pay for each five (5) days of compensated service as yardmaster during the preceding calendar year, not to exceed twenty (20) vacation days per year.

(e) A shift which extends from one calendar day into another calendar day shall be counted as one day.

(f) Service in all classes or crafts will be included in computing days of compensated and years of service under this Rule, and vacations or allowances in lieu thereof earned under this and other agreements will be combined so as to produce as much as but not more than the maximum provided for under any individual agreement, and days and years of service in classes not covered by agreements will be included in computing for qualifying purposes.

(g) Loss of time as a result of sickness or injury of self or immediate family, or authorized leave of absence (if not for the purpose of engaging in business not connected with the railroad industry), will not affect vacation allowance under this rule.

(h) In instances where yardmasters have performed some compensated service, and subsequently become members of the Armed Forces of the United States, the time spent by such yardmasters in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier. Such yardmasters shall be granted a vacation in the year in which they return to the service of the employing carrier if they return on or before September 1 of that year, and for this purpose return to service shall mean reporting and being available for work. In determining the qualification of such an employee for a vacation in the year following his return to the service of the employing carrier, days spent in the Armed Forces of the United States shall be counted as days on which compensated service was rendered and shall be combined with the days on which compensated service was rendered to the employing carrier.

(i) A yardmaster having a regular assignment as such at the time his vacation begins will be paid while on vacation the earnings of the assignment held at that time.

A yardmaster not having a regular assignment as such at the time his vacation begins will be paid while on vacation at the straight time rate of the yardmaster position last worked prior to beginning of vacation period.

(j) When any of the nine recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas) or any day which day by agreement has been substituted or is observed in place of any of the nine holidays enumerated above, occurs during an employee's vacation period the following shall apply :

(a) If the holiday falls on a work day of the employee's regular assignment in the case of an employee having a regular assignment, or on a work day of the position on which the employee last worked before the holiday in the case of an employee not having a regular assignment, then :

1. If such assignment or position is not regularly assigned to work on the holiday, the holiday shall not be considered as a vacation day of the period for which the employee is entitled to vacation, such vacation period shall be extended accordingly, and the employee shall be entitled to his holiday pay for such day.

2. If such assignment or position is regularly assigned to work on the holiday, the holiday shall be considered as a vacation day of the period for which the employee is entitled to vacation and the employee shall be entitled to a straight time day's pay plus pay at the rate of time and one-half for time the position is assigned to work on such holiday.

(b) If the holiday falls on the rest day of the employee's regular assignment in the case of an employee having a regular assignment, or on a rest day of the position on which the employee last worked before the holiday in the case of an employee not having a regular assignment, the holiday shall not be considered as a vacation day of the period for which the employee is entitled to vacation and the employee shall be entitled to his holiday pay for such day.

(k) If vacation earned under this agreement is not afforded a yardmaster he will be paid double time for service performed during his vacation period in addition to the regular vacation pay and such compensation in lieu of vacation will be paid not later than the first payroll period of January in the following year.

(l) The vacation provided for in this Rule shall be considered to have been earned when the employee has qualified under this Rule. If an employee so qualified is furloughed he shall at the time of such furlough be granted full vacation pay for vacation earned in the preceding year or years and not yet granted, and any vacation earned in the current year shall be granted or paid for as provided in this Agreement. If an employee's employment status is terminated for any reason whatsoever (other than for noncompliance with a union shop agreement), including but not limited to retirement, resignation, discharge, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under this Rule. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or the surviving spouse or children or estate, in that order of preference.

(m) 1. A yardmaster retiring under the provisions of the Railroad Retirement Act after March 31st will, in addition to vacation or payment in lieu thereof account service in the preceding calendar year, be allowed the same vacation or payment in lieu thereof prior to termination of his service by retire-

ment as that allowed him under this agreement account his service during the preceding calendar year.

2. A yardmaster retiring under the provisions of the Railroad Retirement Act between January 1 and April 1 will, in addition to vacation or payment in lieu thereof account service in the preceding calendar year, be allowed one (1) day vacation or payment in lieu thereof prior to termination of his service by retirement, for each five (5) days of compensated service as yardmaster during the calendar year of his retirement.

(n) Vacations shall not accumulate nor be carried over from one vacation year to another.

(o) Local officers of the Carrier and Local Committees of the Organization will cooperate in assigning vacation dates, giving due regard to the desires and preferences of the yardmasters in seniority order.

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## APPENDIX A—1959

### Section 3

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Effective January 1, 1960:

#### NONGOVERNMENTAL PLAN FOR SICKNESS INSURANCE SUPPLEMENTAL TO THE RAILROAD UNEMPLOYMENT INSURANCE ACT

There is hereby established a nongovernmental plan for sickness insurance supplemental to the Railroad Unemployment Insurance Act. Pursuant to such plan the Carrier shall make the payments hereinafter specified to any employee who is a "qualified employee" as defined in section 3 of the Railroad Unemployment Insurance Act.

Such payments shall be made for each day which:

(1) is a "day of sickness" as defined in section 1(k) of the Railroad Unemployment Insurance Act (subject to the limitations of Section 4(a-1) of that Act, and

(2) is a day on which the employee would, except for inability to work as specified in said definition, have been employed in work covered by an agreement between the Carrier and Railroad Yardmasters of America, and

(3) does not follow the exhaustion by the employee of his maximum sickness benefit rights under the Railroad Unemployment Insurance Act for the then current benefit year as defined in that Act.

The amount of such payment shall be as follows:

(a) For days with respect to which benefits under the Railroad Unemployment Insurance Act are payable to the employee, the payment to be made by the Carrier shall be equal to the difference between such benefits and the straight time daily rate of the position on which the employee would have worked on such day if he had been able to work;

(b) For days with respect to which benefits under the Railroad Unemployment Insurance Act are not payable to the employee, the payment to be made by the Carrier shall be equal to the straight time daily rate of the position on which the employee would have worked on such day if he had been able to work;

(c) In the application of paragraphs (a) and (b) above, the days for which benefits are payable in a registration period under the Railroad Unemployment Insurance Act shall be considered, to the extent possible, to be the days in such registration period on which the employee would have worked if he had been able to work. For example, if benefits under the Railroad Unemployment Insurance Act are payable for ten days in a fourteen-day registration period to an employee who in such registration period would have worked twelve days if he had been able to work (the other two days being rest days) the Unemployment Insurance Act Benefits shall be considered to be payable for ten days of the days on which he would have worked, not the rest days.

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## APPENDIX A—1959

### Section 4

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#### HOLIDAYS

Effective January 1, 1960:

Yardmasters will be allowed 1 day's pay at their regular pro rata rate of the position to which assigned for each of the following enumerated holidays:

New Year's Day  
 Washington's Birthday  
 Good Friday  
 Decoration  
 Fourth of July  
 Labor Day  
 Veterans' Day  
 Thanksgiving Day  
 Christmas Day

An employee shall qualify for the holiday pay provided in this Rule if compensation as yardmaster is credited to him in the pay period in which the holiday occurs unless (1) the employee has resigned, retired, died or been discharged before the holiday, or (2) the employee was assigned to work on the workday of his workweek immediately preceding or following the holiday and he fails to report for work on such day without good cause. Good cause shall include sickness, injury, disability, vacation, leave of absence, excused absence and any other reasonable cause for failure to report for work, not including however, as such reasonable cause unexcused absence in anticipation of or in prolongation of the holiday.

Work performed by yardmasters on any of the above holidays shall be paid for at rate of time and one-half.

## APPENDIX A-3

NOTICE OF THE CARRIERS, PARTY TO THIS PROCEEDING, SERVED ON OR ABOUT  
OCTOBER 9, 1959, ON RAILROAD YARDMASTERS OF AMERICA :

Mr. \_\_\_\_\_

*General Chairman*

DEAR SIR: This acknowledges your letter of October 1, 1959, serving notice of your desire to revise and supplement all existing agreements in accordance with the proposals set forth in "Appendix A" attached thereto.

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 agreement or agreements as follows :

1. Effective November 1, 1959, all rates of pay in effect on October 31, 1959 shall be decreased \$30 per month, this decrease to be applied to all types of rates so as to give effect to the proposed reduction of \$30 per month.

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

It is the position of this carrier that your proposals captioned "Vacations" (your appendix A, sec. 2) and "Holidays" (your appendix A, sec. 4) are barred by the provisions of article III of the Mediation Agreement dated May 3, 1957, between railroads represented by the Eastern and Western Carriers' Conference Committees and the employees of such railroads represented by the Railroad Yardmasters of America.

We hereby give notice, under our existing agreement or agreements and in accordance with the provisions of the Railway Labor Act, that, in the event the question of the applicability of article III of the May 3, 1957 Agreement is resolved contrary to the position of this carrier as stated above, it is our intention to amend such agreement or agreements as set forth in "Attachment A" affixed hereto.

These proposals are in addition to any other proposals that we have submitted to you and which are now pending.

The proposals set forth in "Attachment A" are submitted subject to the applicable prohibitions of article III of the May 3, 1957, Agreement, and without waiver of any of the provisions of or the carrier's rights under that Agreement; and we specifically reserve all rights and remedies that may be or become available to this carrier under its provisions.

It is further the position of this carrier that your proposals captioned "Non-governmental Plan for Sickness Insurance Supplemental to the Railroad Unemployment Insurance Act" (your appendix A, sec. 3) are also barred by the provisions of article III of the Agreement dated May 3, 1957, are outside the ambit of "rates of pay, rules and working conditions" as those words are used in the Railway Labor Act and do not come within the scope of mandatory bargaining.

We will discuss and handle our proposals and the questions referred to above to a conclusion concurrently with the changes proposed in your notice dated October 1, 1959. We suggest that the initial conference be held at -----  
-----, on -----, at -----

Please acknowledge receipt and advise if the time, place and date for holding the initial conference are agreeable to you.

Very truly yours,

## ATTACHMENT A

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### VACATIONS

Effective with the calendar year 1960, vacation rules which provide for less than 160 days of compensated service as yardmaster, in order to qualify for vacation, shall be amended to require 160 days.

### PAY FOR HOLIDAYS

Effective November 1, 1959, all rates of pay shall be further decreased \$10 per month, this decrease to be applied to all types of rates so as to give effect to the proposed reduction of \$10 per month.

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## APPENDIX A-4

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### EXECUTIVE ORDER NO. 10944 CREATING EMERGENCY BOARD NO. 137

#### EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE BALTIMORE AND OHIO RAILROAD COMPANY AND OTHER CARRIERS AND CERTAIN OF THEIR EMPLOYEES

WHEREAS a dispute exists between the Baltimore and Ohio Railroad Company and other carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees, designated in list A attached hereto and made a part hereof, 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 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 30 days from the date of this order.

As provided by section 10 of the Railway Labor Act, as amended, from this date and for 30 days after the board has made its report to the President, no change, except by agreement, shall be made by the Baltimore and Ohio Railroad Company and other carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees, or by their employees, in the conditions out of which the dispute arose.

JOHN F. KENNEDY

THE WHITE HOUSE, May 19, 1961

## APPENDIX A-5

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### APPEARANCES FOR RAILROAD YARDMASTERS OF AMERICA

#### Messrs.

*Lester P. Schoene*, of Schoene and Kramer, 1625 K Street, NW., Washington, D.C., Counsel for Railroad Yardmasters of America.  
*E. L. Oliver*, *W. M. Homer*, and *Jack Frye*, Economic Counsel

#### YARDMASTERS' NATIONAL CONFERENCE COMMITTEE:

*M. G. Schoch*, *Chairman*  
*J. S. Meyers*  
*C. E. Falconer*  
*P. J. Kiely*  
*R. R. Reddy*  
*R. M. Semple*  
*W. A. Snyder*

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## APPENDIX A-6

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### APPEARANCES FOR THE CARRIERS

*Martin Lucente* and *William McGovern*, of *Sidley, Austin, Burgess & Smith*, Counsel

#### EASTERN CARRIERS' CONFERENCE COMMITTEE

#### Messrs.

*L. B. Fee* (CHAIRMAN), Vice President-Employee Relations, New York Central System, New York 17, N.Y.  
*J. J. Gaherin*, Vice President, Labor Relations and Personnel, New York, New Haven & Hartford Railroad, New Haven, Conn.  
*F. J. Goebel*, Vice President-Personnel, Baltimore & Ohio Railroad, Baltimore, Md.  
*G. W. Knight*, Director, Labor Relations, Pennsylvania Railroad, Philadelphia 4, Pa.  
*W. S. Macgill*, Chairman, Executive Committee, Bureau of Information of the Eastern Railways, New York 17, N.Y.  
*R. W. Pickard*, Vice President-Personnel, Boston & Maine Railroad, Boston, Mass.  
*G. C. White*, Vice President-Operation, Erie Railroad, Cleveland 15, Ohio.

#### WESTERN CARRIERS' CONFERENCE COMMITTEE

#### Messrs.

*T. Short* (CHAIRMAN), Chairman, Committee on Labor Relations, The Association of Western Railways, Room 474, Union Station Building, Chicago 6, Ill.  
*L. D. Comer*, Assistant Vice President, The Atchison, Topeka & Santa Fe Railway, Chicago 4, Ill.

- E. H. Hallmann, Director of Personnel, Illinois Central Railroad, Chicago 5, Ill.  
 A. D. Hanson, Assistant to Executive Vice President-Personnel, Union Pacific Railroad, Omaha 2, Nebr.  
 E. B. Herdman, Director of Personnel, Denver & Rio Grande Western Railroad, Denver 1, Colo.  
 G. E. Mallery, Vice President-Personnel, Chicago, Rock Island and Pacific Railroad, Chicago 5, Ill.  
 K. K. Schomp, Manager of Personnel, Southern Pacific Company, San Francisco 5, Calif.  
 J. E. Wolfe, Vice President-Personnel, Chicago, Burlington & Quincy Railroad, Chicago 6, Ill.

**SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE**

**Messrs.**

- L. G. Tolleson (CHAIRMAN), Director of Labor Relations, Southern Railway System, Washington 13, D.C.  
 W. S. Baker, Assistant Vice President, Atlantic Coast Line Railroad, 500 Water Street, Jacksonville 2, Fla.  
 B. B. Bryant, Assistant Vice President-Labor Relations, Chesapeake & Ohio Railway, 11th & 4th Avenue, Huntington, W. Va.  
 W. L. Burner, Jr., Manager, Bureau of Information of the Southeastern Railways, 439 Investment Building, Washington, D.C.  
 F. K. Day, Jr., Assistant Vice President, Norfolk & Western Railway, Roanoke, Va.  
 C. A. McRee, Assistant Vice President, Seaboard Air Line Railroad, P.O. Box 1620, Richmond 13, Va.  
 W. S. Scholl, Director of Personnel, Louisville & Nashville Railroad, Louisville 1, Ky.

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**APPENDIX A-7**

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**NATIONAL MEDIATION BOARD**  
**WASHINGTON (25)**

**THE WHITE HOUSE**  
**WASHINGTON**  
**1961 Jun 7 AM 11 03**

*June 6, 1961.*  
**EMERGENCY BOARD No. 137.**

**THE PRESIDENT,**  
*The White House.*

**DEAR MR. PRESIDENT:** Reference is made to Executive Order No. 10944, dated May 19, 1961, creating an emergency board under the provisions of section 10 of the Railway Labor Act, as amended, to investigate a dispute between the Baltimore and Ohio Railroad Company and other carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and certain of their employees represented by the Railroad Yardmasters of America. Under the terms of this executive order, the emergency board is required to report its findings to you on or before June 18, 1961.



We have been advised by the emergency board that it does not appear possible for them to conclude their investigations and report on this dispute by June 18, 1961. The parties have entered into a stipulation providing for an extension of time within which this emergency board shall report its findings to the President, a copy of which is attached.

The National Mediation Board accordingly recommends that the extension of time be approved, permitting this emergency board to file its report and recommendations not later than July 19, 1961, inclusive.

Respectfully.

s/Francis A. O'Neill, Jr.

FRANCIS A. O'NEILL, Jr., *Chairman,*  
*National Mediation Board.*

APPROVED :

s/ JFK

*Jun 16 1961*



