

**Report**  
**TO**  
**THE PRESIDENT**  
**BY**  
**EMERGENCY BOARD**  
**No. 164**

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**APPOINTED BY EXECUTIVE ORDER NO. 11180 DATED  
SEPTEMBER 24, 1964, PURSUANT TO SECTION 10 OF  
THE RAILWAY LABOR ACT, AS AMENDED**

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**To Investigate the disputes between the carriers represented by  
the National Railway Labor Conference and certain of their  
employees represented by the Brotherhood of Locomotive  
Firemen and Enginemen.**

**(National Mediation Board Case No. A-7173)**

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**WASHINGTON, D.C.  
NOVEMBER 5, 1964**



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## LETTER OF TRANSMITTAL

WASHINGTON, D.C., *November 5, 1964*

THE PRESIDENT

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

MR. PRESIDENT: The Emergency Board created by your Executive Order No. 11180 of September 24, 1964, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate the disputes between the carriers represented by the National Railway Labor Conference and certain of their employees represented by the Brotherhood of Locomotive Firemen and Enginemen, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted,

(S) LOUIS A. CRANE, *Member.*  
(S) JACOB SEIDENBERG, *Member.*  
(S) RONALD W. HAUGHTON, *Chairman.*

(v)



## **I. INTRODUCTION**

On September 24, 1964, the President of the United States, pursuant to Section 10 of the Railway Labor Act, as amended, by Executive Order 11180 created this Emergency Board No. 164 to investigate and report on the dispute between railroads of the country represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the Brotherhood of Locomotive Firemen and Enginemen.

This dispute in the judgment of the National Mediation Board threatened substantially to interrupt interstate commerce to a degree such as to deprive the country of essential transportation service.

On September 30, 1964, the President appointed to the Board: Ronald W. Haughton of Detroit, Michigan, Chairman; Louis A. Crane of Detroit, Michigan, Member; and Jacob Seidenberg of Falls Church, Virginia, Member.

Pursuant to notice and agreement, the Board convened and held 10 days of hearings in Chicago, Illinois from October 6 to October 19, 1964 which resulted in a record of 1,700 pages of testimony and 53 exhibits. Thereafter, the Board conferred with the representatives of the parties to explore the possibilities of settling the dispute by mutual agreement. At the conclusion of the mediation efforts the Board went into executive session to study the evidence and arguments and to prepare this report.

## **II. PARTIES TO DISPUTE**

The railroads represented in this proceeding are set forth in Appendix "A", and are the line-haul carriers and terminal and switching companies who handle more than 90 per cent of the nation's railroad business. The great majority of the railroads here represented are Class I Carriers, that is, railroads whose gross annual earnings exceed \$3,000,000.00. Approximately 93 per cent of all the workers in the industry are employed by Class I line-haul Carriers.

The Brotherhood of Locomotive Firemen and Enginemen is a standard railroad labor organization whose antecedents go back to 1873, and is the collective bargaining agent for approximately 27,800 of the 670,000 employees of the Class I Carriers, or 4.1 per cent of the total. The Organization represents more than 99 per cent of the firemen-

helpers, hostlers and hostler-helpers in passenger; yard and freight service. It also represents approximately 1.5 per cent of the locomotive engineers employed by the Class I Carriers.

### III. HISTORY OF THE DISPUTE

The dispute originated on December 2, 1963 when the Organization, pursuant to Section 6 of the Railway Labor Act, as amended, served on each of the carriers the following notice to change existing agreements, effective January 15, 1964:

1. All existing basic daily rates of pay in effect December 2, 1963 be increased twenty-five (25%) per cent.

2. All arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly, and monthly guarantees be increased 25 percent. Existing money differentials above existing standard daily rates be maintained.

3. The daily earnings minima in all classes of road service shall be forty (\$40.00) dollars for engineers and thirty-five (\$35.00) dollars for firemen.

4. A Health and Welfare Program shall be established and maintained which will:

- a. Provide a \$10,000.00 life insurance policy with endowment at age 65 for each employee.

- b. Provide all hospital, medical and surgical care incident to any sickness, injury or other disability of any employee, spouse and/or other dependents, and provide a weekly benefit of \$60.00 for each employee so incapacitated.

- c. Provide that all costs incident to such life insurance, hospital, medical, and surgical service be borne in full by the carrier.

- d. The provisions of the Health and Insurance Program shall not be reduced by or operate to reduce any compensation for sickness, injury or disability of any employee now provided by law, agreement, or practice of the carrier.

5. Establishment of a supplemental pension program.

6. In lieu of any one or more component parts of the foregoing proposals, existing rules, regulations or agreements considered more favorable by the employees' committee on each individual railroad are preserved.

On March 2, 1964, the President of the Organization wrote the Chairman of the National Railway Labor Conference that conferences had been held on individual railroads covered by the December 2, 1963 Notice and that no agreement had been reached. He therefore requested the Chairman, as the representative of the vast majority

of the Carriers, to convene a national conference to try to reach an agreement on the matters covered by the Notice. Such a conference was held in Washington, D.C. on March 17, 1964.

On April 10, 1964, the President of the Organization asked the National Mediation Board to invoke its services, alleging that the Carriers refused to continue to confer on a national level. On April 29, 1964, the National Mediation Board docketed the application requesting the Board's services as Case No. A-7173. Shortly thereafter the parties renewed negotiations. On July 22, 1964, the parties executed a Memorandum of Understanding establishing a health and welfare program effective June 1964. Under this program the Carriers are to contribute \$23.00 per month for each employee represented by the Organization. The Memorandum of Understanding disposed of and settled items 4 and 5 in the Organization's December 2, 1963 Notice.

On July 22, 1964, the parties jointly requested the National Mediation Board to assign a mediator to assist them in their efforts in disposing of the remaining issues in the December 2, 1963 Notice. Accordingly the Board assigned a mediator on July 29, 1963.

On August 19, 1964, the National Mediation Board notified the parties that the mediator assigned to the case had reported that he had used his best efforts to bring about an amicable settlement through mediation, but he had not been successful. The Board now requested and urged the parties to enter into an agreement to submit the controversy to arbitration pursuant to Section 8 of the Railway Labor Act.

On August 21, 1964, the Organization declined the offer of arbitration. The National Railway Labor Conference wrote on August 24, 1964 that it was willing to arbitrate the remaining issues providing that a satisfactory arbitration agreement could be reached. On August 25, 1964, the National Mediation Board concluded that all practical methods under the Railway Labor Act for adjusting the dispute had been exhausted and closed its file on the case.

On September 1, 1964, the Organization authorized a vote to be taken as to whether there should be a "withdrawal from service" by its membership. As a result of this affirmative vote, the Organization authorized a strike for September 25, 1964 but, as previously mentioned, the President, on September 24, 1964, issued the Executive Order creating this Emergency Board.

#### IV. DISCUSSION

The question before this Board is whether the wages for engineers, firemen, hostlers, hostler helpers represented by the Organization

should be increased, and if so, by how much. The Organization contends the wages should be increased by 25 percent. The Carriers insist they should not be increased at all.

In presenting their positions, both parties under the guidance of able counsel fully and completely discussed the various criteria they regarded as relevant to the basic question. These included job content, skill and responsibility, hazards, intra-industry wage comparisons, patterns of settlements in the industry, productivity, inter-industry wage comparisons with selected industries, all manufacturing and durable goods industries, wage settlements in other industries, ability to pay and others. The Board reviewed and considered all of them.

As often is the case in wage disputes, however, the parties disagree about the criteria to be used in evaluating the requested increase. The Organization bases its request on the amount it determined necessary to enable the employees' wages to keep pace with the wages of skilled mechanics in "comparable industries."<sup>1</sup> The Carriers minimize the value of inter-industry wage comparisons (especially comparisons with selected industries), and urge that intra-industry comparisons are more significant. According to the Carriers, the effort, skill and responsibility required of firemen are negligible, but their earnings already have progressed to a point where inter-craft wage relationships have become distorted. The Organization disputes the Carriers' appraisal of the skill, effort and responsibility required of firemen, and replies that the differences in earnings between the crafts are inherent in the wage structure.<sup>2</sup>

The Carriers' principal contention is that road freight and yard firemen are unnecessary. They stress that these jobs have been declared "redundant" by the Presidential Railroad Commission, Presidential Emergency Board No. 154 and finally by the Congressionally established Arbitration Board No. 282. In the Carriers' view, the Arbitration Board's determination that road freight and yard firemen's jobs are redundant is of controlling significance. The Organization argues that it has no bearing upon whether the employees are entitled to a wage increase.

Arbitration Board No. 282 concluded that at least 90 percent of the road freight and yard firemen's jobs are "blankable." As the

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<sup>1</sup> It demonstrates this by taking a "key rate" based on the June 1946, daily rate for a through-freight fireman on a locomotive in the 300,000 to 350,000 pound weight-on-drivers range, adding the general wage increases to date, and comparing the fireman's wage progress with the wage progress of mechanics from selected companies during the same period.

<sup>2</sup> The Organization cites such differences as the number of hours worked, graduated pay scales and the dual basis of pay vs straight hourly or daily rates, and the like. In its view, comparisons of earnings (particularly average hourly earnings) are misleading.

Board explained, the determination that a job is blankable “. . . will usually mean, not that an employee will be laid off, but only that, when it becomes vacant, no new employee will be hired to fill it.” The award provides that employees with more than two but less than 10 years’ seniority may remain on firemen’s jobs until they are offered “another comparable job”; and that employees with more than 10 years’ seniority may remain on firemen’s jobs until retired, discharged for cause, or removed from the working lists by “natural attrition.” Some otherwise blankable jobs will remain until adequate “deadman controls” are installed on yard locomotives, and until some State full crew laws are repealed. It thus appears that a number of blankable jobs on road freight and yard locomotives will continue to be filled for some time to come.

This Board understands the reasoning of Arbitration Board No. 282 but it also understands that as long as the firemen remain in locomotive cabs, they will continue to share responsibility for the safe operation of those locomotives. They are not merely passengers. On the contrary, firemen still are being disciplined for their own and the engineers’ failures to make proper observations and to comply with other operating rules. They are doing the same work now as they did in 1960 and 1961 when they received general wage increases. Arbitration Board No. 282 did not change the firemen’s duties, rather it gave the Carriers the right to do away with firemen’s jobs on a gradual basis.

That Board did not say that road freight and yard firemen’s wages should be frozen as of March 1, 1961, the date they received their last increases in daily and hourly rates. Nor can such a result be implied. The right to continue working until retired, discharged for cause or otherwise removed from the working list by “natural attrition” does not suggest that road freight and yard firemen must gear their standards of living to 1961 wage levels for the rest of their working lives.

Moreover, freezing firemen’s wage rates seems inconsistent with the treatment the Carriers themselves have accorded road freight and yard firemen since Arbitration Board No. 282 rendered its award. Yard firemen working on blankable jobs receive the paid holidays and five-day work week adjustments that all other yard service employees receive under the May, 1964 White House Agreement. All road freight firemen, whether or not their jobs are blankable, receive the same lodging and meal allowances provided in the White House Agreement for other engine service employees when they are away from their home terminals. Furthermore, on July 22, 1964, less than three months before these hearings began, the Carriers extended to

all employees represented by the Organization the same \$23.00 a month health and welfare, and life insurance program granted to employees represented by other organizations.

The Carriers refer in their post-hearing brief to the health and welfare, and life insurance program as a "wage equivalent" and a "catch-up adjustment." It seems an anomaly that firemen should be entitled to increases in the form of wage equivalents, but not in the form of direct dollars and cents payments. This is particularly true in the light of the following uncontradicted statement in the record about what seems to be a situation comparable to the one under consideration:

"... the agreement with the Order of Railroad Telegraphers and the Southern Pacific Railroad in 1961 provided for the elimination of positions and provided for attrition. There was no question raised in the Wallen Board in 1962, when that group of employees was before that Board, with relation to wage increases as to their right to receive the same wage increases as other employees." (Tr. 635)

Also, firemen being eliminated by natural attrition from the Canadian railroads have continued to receive general wage increases since the 1958 and 1959 Canadian attrition agreements were negotiated.<sup>3</sup>

In summary, then, neither the language of Arbitration Board No. 282, the Carriers' actions in other collective bargaining situations, nor the Canadian experience exclude firemen from consideration for general wage adjustments because their jobs have been declared "redundant." Where "redundant" employees were involved, the determination of whether they were entitled to general wage adjustments appears to have been made on the basis of other criteria.

Until March 1, 1961, cumulative wage increases for engine service and non-operating employees were substantially the same.<sup>4</sup> On

<sup>3</sup> In the hearings before the Presidential Railroad Commission, the Carriers regarded the Canadian experience as significant to show that firemen are unnecessary on road freight and yard diesel locomotives. As the Commission explained in receiving the evidence over the Organization's objection:

"... There is interchangeability of trains at certain points in our common broder with Canada, the operations are not greatly dissimilar (as European operations might be), the same labor organization reprsented Canadian firemen as in the present proceedings, and it reached agreements which should not be treated as irrelevant." (P.R.C. Report, pp. 44-45.)

The Canadian experience is likewise significant to show how the "redundant" firemen are treated as far as general wage increases are concerned.

<sup>4</sup> In 1948, there was a departure from the pattern of granting "non-ops" the same general wage increases as "ops," when Emergency Board No. 60 (the Leiserson Board) recommended only a seven cent an hour increase to the "non-ops" despite the fact that the "ops" had already received a 10 cent an hour increase. Nevertheless Emergency Board No. 130 observed in 1960:

"The principle of pattern general increases between the operating and nonoperating classifications is well established in the railroad industry. Despite this fact, there

March 1, 1961, engine service employees received a two per cent general wage increase, and non-operating employees received none. However, non-operating employees received increases totalling 10.28 cents an hour in February and May, 1962. In the summer of 1964, engine service employees (including those represented by the Organization) received the 10.28 cents an hour wage equivalent in the form of the health and welfare, and life insurance program which was discussed earlier. Thus, the historical relationship was disturbed in March, 1961. But the resultant imbalance was more than offset in May, 1962 by the 10.28 cents an hour increase for non-operating employees. Then the historical balance between operating and non-operating classifications was restored in the summer of 1964.

On July 18, 1964, the Carriers agreed upon a \$1.75 a day general wage increase effective June 1, 1964 for engineers represented by the Brotherhood of Locomotive Engineers, and an additional \$1.50 a day for those engineers whenever they operate a road freight or yard locomotive without a fireman. On October 20, 1964, Emergency Boards Nos. 161, 162 and 163 recommended that wages of employees represented by 10 non-operating organizations be increased nine cents an hour or 72 cents a day for each of three consecutive 12-month periods beginning June 1, 1964. Thus, this Board is at the crossroads, except for the matter of recommending the amount of a wage increase for the engineers represented by the Organization.

Since these latter employees have the identical classification and do the same work as their counterparts in the Brotherhood of Locomotive Engineers, there is no question but that they were entitled to the same treatment. This means that the same increase must be granted to the engineers represented by the Organization as already has been granted to the engineers represented by the Brotherhood of Locomotive Engineers. Any other conclusion would create an intolerable situation.

A different conclusion is indicated with respect to other employees represented by the Organization. Whatever the reasoning behind the \$1.75 a day general wage increase negotiated with the Brotherhood of Locomotive Engineers for the engineers it represents, that increase appears to be outside the guideposts recommended by the President's

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has been considerable debate over the achievement of this principle and over its continuing application, particularly when various craft organizations have sought differential increases. Nor should this principle be interpreted to freeze forever differentials established as of one date. Nevertheless, the cumulative general wage increases of road operating employees, yard operating employees, and nonoperating employees have each totaled 156.5 cents between August 1, 1937, and May 1, 1960, except that the figure for nonoperating employees is 0.4 of a cent higher. The nonoperating employees have used 6.5 cents of this amount for a health and welfare program; the operating employees, on the other hand, have applied this amount as a wage equivalent. These figures indicate the decisive nature of intraindustry wage relationships in the railroad industry."

Council of Economic Advisors for non-inflationary increases.<sup>5</sup> It is eight per cent of the March 1, 1961 basic daily rate for passenger engineers, based on the 900,000 to 950,000 pound weight-on-drivers class, and seven per cent over the corresponding rate for through-freight engineers. As a Presidential Emergency Board, we are not free to make recommendations outside the guideposts.

Because of its concern about acting within the guideposts, this Board cannot recommend application of the \$1.75 a day general wage increase to the firemen and hostlers. It is noteworthy that Emergency Boards Nos. 161, 162 and 163 likewise rejected this general wage increase even though it was called to their attention. The nine cent an hour or 72 cents a day general wage increase recommended by Emergency Boards Nos. 161, 162 and 163 for over 400,000 non-operating employees is within the guideposts when applied to the current rate for firemen. Therefore, this Board will make a similar recommendation for the latter group beginning January 15, 1964, the date fixed in the Section 6 notice. It is noted that such an increase will widen the percentage differential between engineers' and firemen's wage rates in the manner recommended by the Presidential Railroad Commission, when it stated that "while there are variations among classes of service, the wage relationship between engineers and firemen are materially too narrow."

It has been stated that this Board feels bound to recommend that engineers represented by the Organization receive the same benefits as those negotiated for the identical classification represented by the Brotherhood of Locomotive Engineers. For the reasons stated, it can not recommend the same cent per hour increase for classifications other than that of engineer. It can, however, provide for the same contractual period as that provided in the agreement with the Brotherhood of Locomotive Engineers. Therefore, this Board recommends that prior to January 1, 1966 neither party to the agreement between the Carriers and the Organization serve any notices or progress any pending notices for the purpose of establishing new agreements or changing existing agreements relating to the wage rates for firemen, hostlers or hostler helpers. This also applies to engineers' wage rates.

In view of the financial progress of the railroad industry generally during the past few years and the relatively good prognosis for the future, this Board is not persuaded by the Carriers' arguments con-

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<sup>5</sup> It is true that one of the Carriers' economists said that in any simple form the guideposts were conceptually unsound as wage standards. But his principal point seemed to be that the 3.2 per cent per year limit recommended by the Council of Economic Advisors usually referred to is too high. He suggested that when realistic allowances are made for factors which give a pronounced upward bias, it is probable that a valid measure of output per man-hour gain for the whole economy would be more nearly 2 percent. When he was asked if he could justify the 1964 increase for engineers in terms of economic criteria about which he had testified, he replied that it was a "decided case," and that he did not want to answer the question. (Tr. 956-959)

cerning their inability to pay a general wage increase without affecting their ability to regain their competitive vigor. What is more, this Board is mindful of the substantial savings in labor costs resulting in the elimination of more than 37 per cent of the road freight and yard firemen since Arbitration Board No. 282 issued its award. This more than offsets the costs of the general wage increases we recommend.

Nothing in the foregoing should be regarded as modifying the decision of Arbitration Board No. 282.

## V. RECOMMENDATIONS

This Board recommends:

1. That effective June 1, 1964, all standard basic daily rates of pay for locomotive engineers represented by the Brotherhood of Locomotive Firemen and Enginemen be increased by \$1.75, and that the standard basic daily rates be further increased by an additional \$1.50 in all classes of road freight and yard service when the engine crew consists only of an engineer. The application of this increase should not apply to existing mileage rates paid for miles over 100.

2. With respect to the recommended increases for engineers, neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing existing agreements relating to the wage rate for engineers.

3. That effective January 15, 1964, and again on January 1, 1965, all standard basic daily rates of pay for firemen be increased 72 cents. This cumulative increase of \$1.44 should be limited to basic rates, and should not apply to existing mileage rates paid for miles over 100.

4. With respect to the recommended increases for firemen, neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing existing agreements relating to the wage rates for firemen.

5. That effective January 15, 1964, and again on January 1, 1965, the wage rates for all firemen, hostlers and hostler helpers paid on an hourly basis be increased nine cents an hour. This is a cumulative wage increase of 18 cents an hour or \$1.44 a day for the two year period.

6. With respect to the recommended increases for all firemen, hostlers and hostler helpers paid on an hourly basis, neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing existing agreements relating to the wage rates

for all firemen, hostlers and hostler helpers paid on an hourly basis.

7. That effective June 1, 1964, all arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly and monthly guarantees based upon hourly or standard rates of pay for engineers be increased commensurately with recommended general wage increases.

8. That effective January 15, 1964 and January 1, 1965, all arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly and monthly guarantees based upon hourly or standard rates of pay for all firemen, hostlers and hostler helpers be increased commensurately with recommended general wage increases.

9. Neither party prior to January 1, 1966 should have the right to serve any notice or progress any pending notice for the purpose of establishing new agreements or changing existing agreements relating to all arbitraries, differentials, miscellaneous rates, special allowances, conversion factors, daily, weekly and monthly guarantees set forth in Recommendations 7 and 8 for engineers, firemen, hostlers and hostler helpers.

10. That all other requests in the Section 6 notice dated December 2, 1963 pending before this Board be withdrawn.

Respectfully submitted,

- (S) Louis A. Crane,  
LOUIS A. CRANE, *Member*.
- (S) Jacob Seidenberg,  
JACOB SEIDENBERG, *Member*.
- (S) Ronald W. Haughton,  
RONALD W. HAUGHTON, *Chairman*.

## **APPENDIX A**

### **EASTERN RAILROADS**

Akron & Barberton Belt Railroad Co.  
Akron, Canton & Youngstown Railroad Co.  
Ann Arbor Railroad Co.  
Baltimore and Ohio Railroad Co.  
    Buffalo Division  
    Baltimore and Ohio Chicago Terminal Railroad Co.  
    Curtis Bay Railroad Co.  
    Staten Island Rapid Transit Railway Co.  
    Strouds Creek and Muddlety Railroad Co.  
Bangor and Aroostook Railroad Co.  
Bessemer and Lake Erie Railroad  
Boston and Maine Railroad  
Buffalo Creek Railroad  
Bush Terminal Railroad Co.  
Central Railroad Co. of New Jersey  
    New York & Long Branch Railroad Co.  
Central Vermont Railway, Inc.  
Cincinnati Union Terminal Co.  
Delaware and Hudson Railroad Corp.  
Detroit and Toledo Shore Line Railroad Co.  
Detroit, Toledo and Ironton Railroad Co.  
Erie-Lackawanna Railroad  
Grand Trunk Western Railroad  
Indianapolis Union Railway Co.  
Lake Terminal Railroad  
Lehigh and Hudson River Railway Co.  
Lehigh Valley Railroad  
Long Island Railroad  
Maine Central Railroad Co.  
    Portland Terminal Co.  
McKeesport Connecting Railroad Co.  
Monon Railroad  
Monongahela Railway Co.  
Montour Railroad Co.  
Newburgh & South Shore Railway Co.  
New York Central System  
    New York Central Railroad Co.  
    Chicago River & Indiana Railroad  
    Cleveland Union Terminals Co.  
    Indiana Harbor Belt Railroad  
    Pittsburgh & Lake Erie Railroad, including Lake Erie & Eastern Railroad  
New York, Chicago and St. Louis Railroad Co.  
New York, New Haven & Hartford Railroad Co.

New York, Susquehanna & Western Railroad  
 Northampton & Bath Railroad Co.  
 Pennsylvania Railroad  
     Baltimore & Eastern Railroad Co.  
 Pennsylvania-Reading Seashore Lines  
 Pittsburgh & West Virginia Railway Co.  
 Pittsburgh, Chartiers & Youghiogheny Railway Co.  
 Reading Company  
 Toledo Terminal Railroad Co.  
 Union Freight Railroad  
 Washington Terminal Co.  
 Western Maryland Railway Co.  
 Youngstown and Northern Railroad Co.

### WESTERN RAILROADS

Alton and Southern Railroad  
     Bauxite and Northern Railway Co.  
 Atchinson, Topeka and Santa Fe Railway Co.  
     Gulf, Colorado and Santa Fe Railway Co.  
     Panhandle and Santa Fe Railway Co.  
 Belt Railway Company of Chicago  
 Butte, Anaconda & Pacific Railway  
 Camas Prairie Railroad  
 Chicago & Eastern Illinois Railroad  
 Chicago & Illinois Midland Railway Co.  
 Chicago & North Western Railway Co.  
 Chicago & Western Indiana Railroad  
 Chicago, Burlington & Quincy Railroad Co.  
 Chicago Great Western Railway, including South St. Paul Terminal  
 Chicago, Milwaukee, St. Paul and Pacific Railroad  
 Chicago, Rock Island and Pacific Railroad  
 Chicago Short Line Railway Co.  
 Chicago, West Pullman & Southern Railroad  
 Colorado and Southern Railway Co.  
 Davenport, Rock Island and North Western Railway Co.  
 Denver and Rio Grande Western Railroad Co.  
 Des Moines Union Railway Co.  
 Duluth, Winnipeg & Pacific Railway  
 East St. Louis Junction Railroad  
 Elgin, Joliet & Eastern Railway  
 Fort Worth and Denver Railway Co.  
 Fort Worth Belt Railway Co.  
 Galveston, Houston and Henderson Railroad Co.  
 Great Northern Railway Co.  
 Green Bay and Western Railroad  
     Kewaunee, Green Bay and Western Railroad  
 Houston Belt & Terminal Railway Co.  
 Illinois Central Railroad Co.  
 Illinois Northern Railway  
 Illinois Terminal Railroad Co.  
 Joint Texas Division of the CRI&P RR and FtW&D Ry

Kansas City Southern Railway So.  
 Kansas City Terminal Railway Co.  
 Kansas, Oklahoma & Gulf Railway  
     Midland Valley Railroad Co.  
 King Street Passenger Station  
 Lake Superior & Ishpeming Railroad Co.  
 Lake Superior Terminal & Transfer Railway  
 Longview, Portland & Northern Railway Co.  
 Los Angeles Junction Railway Co.  
 Louisiana & Arkansas Railway Co. (L&A and Texas Districts)  
 Manufacturers Railway Company  
 Minneapolis, Northfield and Southern Railway  
 Minnesota, Dakota and Western Railway Co.  
 Minnesota Transfer Railway Co.  
 Missouri-Kansas-Texas Railroad Co.  
 Missouri Pacific Railroad Co.  
     Missouri-Illinois Railroad Co.  
 Northern Pacific Railway  
 Northern Pacific Terminal Co. of Oregon  
 Northwestern Pacific Railroad Co.  
 Ogden Union Railway and Depot Co.  
 Oregon, California and Eastern Railway Co.  
 Pacific Coast Railroad Co.  
 Peoria and Pekin Union Railway Co.  
 Port Terminal Railroad Association  
 St. Joseph Terminal Railroad Co.  
 St. Louis-San Francisco Railway Co.  
 St. Louis Southwestern Railway Co.  
 Saint Paul Union Depot Co.  
 Sioux City Terminal Railway Co.  
 Soo Line Railroad Co.  
 South Omaha Terminal Railway Co.  
 Southern Pacific Co. (Pacific Lines)  
 Southern Pacific Co. (Pacific Lines)  
     (Former El Paso & Southwestern System)  
 Southern Pacific Co. (Texas and Louisiana Lines)  
 Spokane International Railroad  
 Spokane Portland and Seattle Railway Co.  
     Oregon Trunk Railway  
     Oregon Electric Railway Co.  
 Terminal Railroad Association of St. Louis  
 Texas and Pacific Railway Co.  
     Texas-New Mexico Railway Co.  
 Texas Mexican Railway Co.  
 Toledo, Peoria & Western Railroad Co.  
 Union Pacific Railroad  
 Union Railway Co. (Memphis)  
 Union Terminal Railway Co.  
 St. Joseph Belt Railway Co.  
 Union Terminal Co. (Dallas)  
 Wabash Railroad (Lines West of Detroit and Toledo)

Wabash Railroad (Lines East of Detroit)  
 Western Pacific Railroad Co.  
 Wichita Terminal Association

### **SOUTHEASTERN RAILROADS**

Atlanta and West Point  
 Western Railway of Alabama  
 Atlanta Joint Terminals  
 Atlantic Coast Line  
 Birmingham Southern  
 Chesapeake and Ohio  
 Clinchfield  
 Gulf, Mobile and Ohio  
 Jacksonville Terminal  
 Kentucky & Indiana Terminal  
 Louisville & Nashville  
 Memphis Union Station  
 Norfolk and Portsmouth Belt Line  
 Norfolk & Western  
 Norfolk Southern  
 Seaboard Air Line  
 Tennessee Central

## APPENDIX B

## APPEARANCES

*For the Carriers:*

J. E. WOLFE

Chairman, NATIONAL RAILWAY LABOR CONFERENCE

E. H. HALLMAN

Chairman, WESTERN CARRIERS' CONFERENCE COMMITTEE

J. W. ORAM

Chairman, EASTERN CARRIERS' CONFERENCE COMMITTEE

W. S. MACGILL

Chairman, SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE

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HOWARD NEITZERT

JAMES R. WOLFE

SIDLEY, AUSTIN, BURGESS &amp; SMITH, of Counsel

*For the Organization:*

H. E. GILBERT

International President, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND  
ENGINEMEN

M. W. HAMPTON

Assistant President, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINE-  
MEN

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LABOR BUREAU OF THE MIDDLE WEST

W. M. HOMER

LABOR BUREAU OF THE MIDDLE WEST

COUNSEL FOR THE BROTHERHOOD:

ALEX ELSON

HAROLD C. HEISS

WILLARD J. LASSERS

AARON S. WOLFF





