



EMPLOYEES' EXHIBIT NO. \_\_\_\_\_

WITNESS \_\_\_\_\_

# BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

## Eastern Agreement

of

### August 13, 1943



RESEARCH DEPT.  
B of L F & E

## MEMORANDUM OF AGREEMENT

This Agreement entered into this 13th day of August, 1943, by and between the carriers listed in Appendix (A), attached hereto and made a part hereof, represented by the duly authorized Eastern Carriers' Conference Committee signatory hereto, as party of the first part, and the Firemen, Helpers, Hostlers and Hostler Helpers and Engineers of said carriers, as respectively indicated by said Appendix (A), and represented by the Brotherhood of Locomotive Firemen and Enginemen signatory hereto by its duly authorized General Chairmen and International President, as party of the second part,

WITNESSETH:

### AGREEMENT

It is mutually agreed:

1. To put into effect, subject to requisite governmental approval and upon such approval being obtained, rates for Engineers, Firemen, Helpers, Hostlers and Hostler Helpers, as specifically set out in Appendix (B), attached hereto and made a part hereof.
2. Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into the next higher wage bracket.
3. On multiple-unit Diesel-electric locomotives in high-speed, streamlined, or main line through passenger trains, a fireman (helper) shall be in the cab at all times when the train is in motion. If compliance with the foregoing requires the service of an additional fireman (helper) on such trains to perform the work customarily done by firemen (helpers), he shall be taken from the seniority ranks of the firemen, in which event the working conditions and rates of pay of each fireman shall be those which are specified in the firemen's schedule. The rates of pay shall be determined by the weight on drivers of the combined units.

(Note—The term "main line through passenger trains" includes only trains which make few or no stops.)

For the sole purpose of designating the ranks from which the employee shall be drawn and for no other purpose, it is further understood that on multiple-unit Diesel-electric locomotives operated in other classes of service, should there be added a man to perform the work customarily performed by firemen (helpers) such man shall also be taken from the seniority ranks of the firemen and his working conditions and rates of pay shall be those which are specified in the Firemen's schedule. The rates of pay shall be determined by the weight on drivers of the combined units.

4. A fireman, or a helper, taken from the seniority ranks of the firemen, shall be employed on all locomotives; provided that the term "locomotives" does not include any of the following:
  - (a) Diesel-electric, oil-electric, gas-electric, other internal combustion, steam-electric, or electric, of not more than 90,000 pounds weight on drivers in service performed by Yard Crews within designated switching limits.
  - (b) Electric car service, operated in single or multiple units.
  - (c) Gasoline, Diesel-electric, gas-electric, oil-electric or other rail motor cars, which are self-propelled units (sometimes handling additional cars) but distinguished from locomotives in having facilities for revenue lading or passengers in the motor car; except that new rail motor cars installed after March 15, 1937 which weigh more than 90,000 pounds on drivers shall be considered "locomotives".

If the power plants of existing rail motor cars be made more powerful by alteration, renewal, replacement, or any other method, to the extent that more trailing units can be pulled than could have been pulled with the power plants which were in the rail motor cars on March 15, 1937, such motor cars, if then weighing more than 90,000 pounds on drivers shall be considered "locomotives."

- (d) Self-propelled machines used in maintenance of way, maintenance of equipment, stores department, and construction work, such as locomotive cranes, ditchers, clam-shells, pile-drivers, scarifiers,

wrecking derricks, weed burners, and other self-propelled equipment or machines. This will not prejudice local handling on individual railroads where disputes arise as to whether or not the character of work performed by these devices constitutes road or yard engine service.

5. (a) Existing rates of pay which are higher than those herein provided shall not be reduced.
- (b) Except as specifically provided herein, this agreement does not modify or supersede existing agreements covering rates of pay, rules, and working conditions of locomotive engineers, firemen, helpers, hostlers, and outside hostler helpers.
6. Insofar as the rates of pay provided for in this agreement depend upon the approval of any individual or governmental agency before becoming effective under the Stabilization Program, the parties hereto agree to join in such submission as may be necessary or desirable to seek the requisite approval of the appropriate individual or governmental agency. It is understood and agreed, however, that such rates of pay are not valid and binding unless and until such requisite approval has first been obtained. In the event of such approval, this agreement shall become effective ten (10) days after the date of final approval by the appropriate individual or governmental agency, the date of such approval being excluded from the computation of said ten (10) day period. Upon such final approval being forthcoming, the effective date so determined shall be automatically inserted as the effective date of this agreement without further action of the parties hereto.(\*)
7. This agreement is subject to approval of the courts with respect to such of the carriers, parties hereto, as are in the hands of Receivers or Trustees.
8. This agreement arrived at through negotiation is in full settlement of the second party's proposals of May 10, 1941, and shall continue in effect, subject to change under the provisions of the Railway Labor Act as amended.

For the participating carriers listed in Appendix (A):

H. A. ENOCHS, Chairman  
Eastern Carriers' Conference Committee  
H. D. BARBER  
L. W. HORNING  
E. B. PERRY  
C. W. VAN HORN

For the participating Organization of Employees:

D. B. ROBERTSON, International President  
Brotherhood of Locomotive Firemen and Enginemen  
A. J. CHIPMAN  
J. V. FITZSIMMONS  
H. A. HUSTED  
H. W. EVANS  
J. F. BAUGHMAN  
J. C. YOUNG  
R. B. WILKINS  
W. E. MITCHELL  
THAD S. LEE

Signed at Washington, D. C.  
August 13, 1943.

(\*)Requisite governmental approval of the rates of pay provided for in this agreement having been obtained on August 19, 1943, this agreement becomes effective August 29, 1943.

Eastern Railroads upon which notice was served by representatives of the Brotherhood of Locomotive Firemen and Enginemen under date of May 10, 1941, for changes in schedule agreements covering rates of pay, rules and working conditions of locomotive engineers, firemen, helpers, hostlers and hostler helpers—which have authorized representation by the Eastern Carriers' Conference Committee—1941 in connection therewith.

**FIREMEN, HELPERS, HOSTLERS AND HOSTLER HELPERS**

Akron & Barberton Belt Railroad  
 Akron, Canton & Youngstown Railway  
 Ann Arbor Railroad  
 Baltimore & Ohio Railroad  
 Bessemer & Lake Erie Railroad  
 Boston & Maine Railroad  
 Central Railroad Company of New Jersey  
 Central Vermont Railway, Inc.  
 Chicago, Indianapolis & Louisville Railway  
 Delaware & Hudson Railroad Corporation  
 Delaware, Lackawanna & Western Railroad  
 Detroit & Toledo Shore Line Railroad  
 Detroit, Toledo & Ironton Railroad  
 East Broad Top Railroad & Coal Company  
 Erie Railroad  
 Chicago & Erie  
 New Jersey & New York  
 Grand Trunk Western Railroad  
 Indianapolis Union Railway  
 Lehigh & New England Railroad  
 Lehigh Valley Railroad  
 Maine Central Railroad  
 Portland Terminal Company  
 Monongahela Railway

**NEW YORK CENTRAL SYSTEM**

N. Y. C.—East, West and O. C. Lines  
 Boston & Albany  
 C. C. C. & St. L. Railway  
 L. & J. B. & R. R.  
 C. R. & I. R. R.—C. Jct. Rwy.  
 Indiana Harbor Belt Railroad  
 Michigan Central Railroad  
 Pittsburgh & Lake Erie Railroad  
 New York, Chicago & St. Louis Railroad  
 New York, New Haven & Hartford Railroad  
 New York, Susquehanna & Western Railroad  
 Pennsylvania Railroad  
 Long Island Railroad  
 Pennsylvania-Reading Seashore Lines  
 Pere Marquette Railway  
 Ft. Street Union Depot  
 Pittsburgh, Shawmut & Northern Railroad  
 Reading Company  
 Staten Island Rapid Transit Railway  
 Union Freight Railroad (Boston, Mass.)  
 Washington Terminal Company  
 Wheeling & Lake Erie Railway

**ENGINEERS**

Akron & Barberton Belt Railroad  
 Bessemer & Lake Erie Railroad  
 Lehigh & New England Railroad  
 Union Freight Railroad (Boston)  
 Washington Terminal Co.

EASTERN RAILROADS

Rates for passenger service shall be as follows:

Weight on Drivers (pounds)	RATES PER DAY		
	Engineers	Firemen and Diesel Helpers	Electric Helpers
Less than 80,000	\$7.82	\$6.10	\$6.10
80,000-100,000	7.82	6.19	6.10
100,000-140,000	7.91	6.27	6.27
140,000-170,000	7.99	6.45	6.27
170,000-200,000	8.08	6.53	6.35
200,000-250,000	8.17	6.62	6.45
250,000-300,000	8.25	6.62	6.45
300,000-350,000	8.34	6.70	6.53
350,000-400,000	8.42	6.79	6.53
400,000-450,000	8.51	6.88	6.62
450,000-500,000	8.60	6.96	6.62
500,000-550,000	8.68	7.05	6.70
550,000-600,000	8.76	7.13	6.70
600,000-650,000	8.84	7.21	6.80
650,000-700,000	8.92	7.29	6.80
700,000-750,000	9.00	7.37	6.88
750,000-800,000	9.08	7.45	6.88
800,000-850,000	9.16	7.53	6.97
850,000-900,000	9.24	7.61	6.97
	with 8c added for each additional 50,000 lbs.	with 8c added for each additional 50,000 lbs.	with 8c added for each additional 100,000 lbs.
<b>MALLETS—</b>			
Less than 500,000	8.90	7.39	...
500,000-550,000	8.98	7.48	...
550,000-600,000	9.06	7.56	...
600,000-650,000	9.14	7.64	...
650,000-700,000	9.22	7.72	...
700,000-750,000	9.30	7.80	...
750,000-800,000	9.38	7.88	...
800,000-850,000	9.46	7.96	...
850,000-900,000	9.54	8.04	...
	with 8c added for each additional 50,000 lbs.	with 8c added for each additional 50,000 lbs.	

In all passenger service, the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall be not less than \$8.73 for engineers, and \$6.84 for firemen and helpers.

Rates for Through and Irregular Freight, Pusher, Helper, Mine Run or Roustabout, Belt Line or Transfer, Wreck, Work, Construction, Snowplow, Circus Train, Trains Established for the Exclusive Purpose of Handling Milk and All Other Unclassified Service shall be as follows:

Weight on Drivers (pounds)	RATES PER DAY		
	Engineers	Firemen and Diesel Helpers	Electric Helpers
Less than 80,000	\$8.55	\$6.58	\$6.58
80,000-100,000	8.64	6.66	6.58
100,000-140,000	8.73	6.83	6.74
140,000-170,000	8.98	7.01	6.74
170,000-200,000	9.16	7.18	6.82
200,000-250,000	9.33	7.35	6.90
250,000-300,000	9.48	7.52	6.90
300,000-350,000	9.63	7.79	7.06
350,000-400,000	9.84	7.87	7.06
400,000-450,000	10.00	8.03	7.22
450,000-500,000	10.16	8.19	7.22
500,000-550,000	10.32	8.35	7.38
550,000-600,000	10.48	8.51	7.38
600,000-650,000	10.64	8.67	7.54
650,000-700,000	10.80	8.83	7.54
700,000-750,000	10.96	8.99	7.70
750,000-800,000	11.12	9.15	7.70
800,000-850,000	11.28	9.31	7.86
850,000-900,000	11.44	9.47	7.86
	with 16c added for each additional 50,000 lbs.	with 16c added for each additional 50,000 lbs.	with 16c added for each additional 100,000 lbs.
<b>MALLETS—</b>			
Less than 275,000	10.38	7.87	...
275,000-500,000	10.62	8.20	...
500,000-550,000	10.78	8.36	...
550,000-600,000	10.94	8.52	...
600,000-650,000	11.10	8.68	...
650,000-700,000	11.26	8.84	...
700,000-750,000	11.42	9.00	...
750,000-800,000	11.58	9.16	...
800,000-850,000	11.74	9.32	...
850,000-900,000	11.90	9.48	...
	with 16c added for each additional 50,000 lbs.	with 16c added for each additional 50,000 lbs.	

For local or way freight service, 52 cents for engineers, and 40 cents for firemen shall be added to the through freight rates, according to class of engine.

Rates for yard service shall be as follows:

Weight on Drivers (pounds)	RATES PER DAY		
	Engineers	Firemen	Electric and Diesel Helpers
Less than 140,000	\$8.42	\$6.88	\$6.88
140,000-200,000	8.60	7.01	6.95
200,000-300,000	8.77	7.13	7.07
300,000-400,000	8.94	7.31	7.23
400,000-500,000	9.11	7.45	7.36
500,000-600,000	9.28	7.59	7.49
600,000-700,000	9.45	7.73	7.62
700,000-800,000	9.62	7.87	7.75
800,000-900,000	9.79	8.01	7.88
	with 17c added for each additional 100,000 lbs.	with 14c added for each additional 100,000 lbs.	with 13c added for each additional 100,000 lbs.
<b>MALLETS—</b>			
Less than 275,000	9.59	8.08	...
275,000-500,000	9.84	8.34	...
500,000-600,000	10.01	8.48	...
600,000-700,000	10.18	8.62	...
700,000-800,000	10.35	8.76	...
800,000-900,000	10.52	8.90	...
	with 17c added for each additional 100,000 lbs.	with 14c added for each additional 100,000 lbs.	

Rates for hostling service shall be as follows:

	Rates per Day
Outside Hostlers	\$7.56
Inside Hostlers	6.88
Hostlers' Helpers	6.27

Washington, D. C., August 13, 1943

**MEMORANDUM**

This confirms understanding reached at today's conference that Article 4 of the Agreement signed today does not require additional or second firemen (helpers) on straight electric locomotives in multiple unit operation.

The additional increments beyond the maximum weights shown in each class of service will apply for each weight bracket or portion thereof.

D. B. ROBERTSON, International President  
Brotherhood of Locomotive Firemen and Enginemen

H. A. ENOCHS, Chairman  
Eastern Carriers' Conference Committee

**EASTERN CARRIERS' CONFERENCE COMMITTEE**

(Firemen's Diesel Request)

New York City—July 28, 1943

Mr. D. B. Robertson, President,  
Brotherhood of Locomotive Firemen and Enginemen,  
c/o Hotel Commodore,  
New York City

Dear Mr. Robertson:

This will confirm the statement which we made to you in our conference this date to the effect that the proposed Agreement between the Eastern railroads represented by this Committee and the employees represented by your organization in settlement of your proposals of May 10, 1941, if the same becomes effective, shall be without prejudice to the application of, or addition to, the rates of pay provided in said Agreement of increases in rates of pay as a result of the proceedings had pursuant to notices served upon the carriers by the five operating brotherhoods on January 25, 1943.

Very truly yours,

H. A. ENOCHS, Chairman  
Eastern Carriers' Conference Committee

**BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN**

CLEVELAND, OHIO

D. B. ROBERTSON  
President

New York City, July 28, 1943

Mr. H. A. Enochs, Chairman,  
Eastern Carriers' Conference Committee,  
5710 Grand Central Terminal Bldg.,  
New York City.

Dear Mr. Enochs:

I acknowledge receipt of your letter of even date confirming our understanding that the proposed agreement between the Eastern Railroads represented by your committee and the employees represented by the Brotherhood of Locomotive Firemen and Enginemen, in settlement of our proposals of May 10, 1941, shall be without prejudice to the application of, or addition to, the rates of pay provided in said agreement, of increases in rates of pay as a result of proceedings had pursuant to notices served by the five operating brotherhoods on January 25, 1943.

This will advise that you have correctly restated the understanding reached between us with regard to the subject covered in your communication.

Yours very truly,

D. B. ROBERTSON



Washington, D. C., August 13, 1943

Hon. William M. Leiserson, Chairman  
National Railway Labor Panel,  
Washington, D. C.

Dear Sir:

The enclosed "Memorandum of Agreement" between the carriers represented by the Eastern Carriers' Conference Committee and the employees of such carriers represented by the Brotherhood of Locomotive Firemen and Enginemen is being submitted jointly by the parties to the agreement.

Under some of the provisions of the enclosed agreement certain wage rates of employees who come under the provisions of the Railway Labor Act are proposed and it is the purpose of the parties in making this joint submission to obtain your approval as Chairman of the National Railway Labor Panel of such wage proposals pursuant to Executive Order No. 9299, issued February 4, 1943.

The submitted agreement is intended by the parties to effect a full settlement of all questions arising out of the wage and other proposals of the Brotherhood of Locomotive Firemen and Enginemen dated May 10, 1941.

As you know, the dispute involving the proposals in question was not adjusted under the provisions of sections 5, 6, 7, 8, and 9 of the Railway Labor Act with the result that under date of February 20, 1943 you appointed an emergency board consisting of Frank M. Swacker, Chairman, George W. Stocking and John A. Lapp, to investigate said dispute and to report thereon to the President of the United States.

The Board, as thus established, met in Chicago on March 1, 1943, and between that date and April 20, 1943, conducted hearings in respect to the issues in dispute.

Under date of May 24, 1943, the Emergency Board transmitted to the President of the United States its Report dated May 21, 1943, containing its Findings and Recommendations in respect to the issues growing out of the said wage and other proposals dated May 10, 1941.

The filing of the Board's Report was followed by a letter which the President of the United States addressed to John J. Pelley, President, Association of American Railroads, under date of May 29, 1943. Mr. Pelley replied under date of June 5, 1943.

Copies of the letters exchanged between the President and Mr. Pelley are attached. It will be observed that the President indicated his anxiety "that in these troublesome times everything possible and fair—but within the National policy—be done to dispose of Management-Labor disputes without in any way interfering with the full and adequate prosecution of our war program."

Toward this end, the President suggested "the advisability of arranging a joint conference of Management and Labor Representatives for the purpose of endeavoring to resolve points in question" and requested that steps be taken to initiate such joint conference. This was done with the result that joint conferences followed between the present parties on the following dates: June 18, 21, 28, 29, and: July 8, 9, 12, 13, 14, 16, 19, 20, 21, 22, 23, 27, and 28th.

The enclosed agreement is intended to give effect to the settlement which has been brought about as a result of the foregoing extended conferences.

Certain provisions of the Agreement relate to rates of pay of employees who come under the provisions of the Railway Labor Act and hence, under the provisions of Executive Order No. 9299, are subject to your approval as Chairman of the National Railway Labor Panel.

The phraseology of said Executive Order No. 9299 refers specifically to all "changes in wage rates." The wage proposals submitted herewith for your consideration might be viewed in a generic sense as "changes in wage rates," but, actually, the present proposals are more appropriately characterized as new rates designed to bring wage schedules into conformity with developments within the industry.

The Emergency Board in its Report reviewed at length the pay schedules applicable to locomotives, graded according to weight carried on the driving wheels. It was particularly pointed out that originally the gradations in the passenger classification extended to only 350,000 lbs., in freight service to only 300,000 lbs. and in yard service to only 140,000 lbs. In excess of these respective weights all locomotives were lumped into a single pay category.

Later, the classification was extended in the case of passenger service to 500,000 lbs., and in freight service to 350,000 lbs. and in yard service to 300,000 lbs. These are the present graded limits and, here again, all locomotives in excess of the foregoing respective weights are lumped into a single pay category.

The Board expressly found the foregoing limitations to fall short of the progress and development of the industry in respect to railroad locomotives. This is well expressed in the following paragraphs quoted from the Board's Report at page 60:

"As the result of our analysis, while we have found no justification for the establishment of the proposed bases for rate-making, total weight—for steam and electric locomotives and horsepower for Diesels, nor for the particular schedules proposed, we have recognized that changes in locomotive design, particularly as represented by the introduction and rapid development of the Diesel, have resulted in a weight on drivers in some instances far in excess of that in existence at the time present schedules were formulated, for which the schedules provide no adequate basic wage rate.

"We have likewise recognized that on certain new steam locomotive types, not in use when the present bases of pay were first introduced and having a relatively low ratio of weight on drivers to total weight, existing schedules under present classifications do not afford a proper basic daily wage rate.

"We have indicated, however, that the inadequacy of existing schedules in these respects can be remedied, first, by an extension of the gradations of weight on drivers and by the determination of appropriate basic wage rates and by a corresponding reclassification for pay purposes of locomotives whose weight on drivers now falls beyond the upper limits provided in the schedules, and second, by a reclassification of two designated modern steam locomotive types with a relatively low ratio of weight on drivers to total weight.

"Such reclassifications, the Board believes, are in harmony with the stabilization program, and are specifically provided for in the Executive Order No. 9328."

In accordance with the foregoing the Board proceeded to recommend extensions of the three service classifications, providing for such extensions in intervals of 50,000 lbs. in respect to passenger and conventional type locomotives in freight service and 100,000 lbs. intervals for yard service. In respect to Mallet locomotives, the 100,000 lbs. weight on drivers' increment attach at 500,000 lbs. and above. Rates of pay in increments of 7c and 5c in passenger and freight service and increments of 10c in yard service were recommended by the Board.

While the rates of pay set forth in the Schedules attached to the enclosed Agreement are in excess of the increments recommended by the Board, nevertheless they follow substantially the procedure and program recommended by the Board, and maintain a fair and proper relation in amounts to the existing increments. They serve particularly to provide rates of pay not heretofore existing except to the extent that rates beyond 500,000 lbs. in passenger service, 350,000 lbs. in freight service and 300,000 lbs. in yard service were lumped together irrespective of increasing size of locomotive. The present proposal is essentially a "reclassification" of rates of pay and the progressions provided for in the schedules are designed to provide reasonable integration with the existing gradations of rates of pay which are remaining unchanged and also preserve existing wage relationships.

The attached pay-rate schedule is not a general wage increase. No changes whatsoever are being made in respect to existing rates of pay on locomotives included within the present limits in the three services described above, except for additional gradations as to helpers on electric locomotives, and the payment of steam rates to firemen (helpers) on Diesel locomotives in freight service, to conform with the present practice with respect to the payments now made to firemen on Diesel locomotives in stream line or main line through passenger service. These present limits include a majority of the existing locomotives. With these exceptions, only locomotives of a size in excess of existing limits are affected. Graded rates in lieu of present ungraded pay rates beyond existing weight limits are being provided. Therefore, the attached serves to round out a wage schedule in conformity with today's existing power and is designed to provide also for future expansion. As the Board pointed out, locomotives have been increasing in size and the schedules submitted herewith are intended to provide a "corresponding reclassification for pay purposes" of such larger locomotives.

Under the full circumstances set out above the parties jointly request your approval of so much of the attached Agreement as involves changed rates of pay to the end that said Agreement may become effective and this lengthy proceeding terminated on the basis of the full settlement and compromise herein submitted.

Respectfully,

D. B. ROBERTSON, International President  
Brotherhood of Locomotive Firemen and Enginemen

H. A. ENOCHS, Chairman  
Eastern Carriers' Conference Committee

THE WHITE HOUSE  
WASHINGTON

May 29, 1943.

Dear Mr. Pelley:

As you know, I recently received a report from an Emergency Board, appointed from the National Railway Labor Panel to investigate, among other things, disputes involving the pay basis and manning of diesel locomotives, as well as the pay basis of firemen and helpers employed on steam and electric locomotives.

I am advised that the Emergency Board report is quite unsatisfactory to the Brotherhood of Locomotive Firemen and Enginemen and that some of the most important questions have not been resolved. As you may well understand, I have not had time to study the report in detail. I am anxious, however, that in these troublesome times everything possible and fair—but within the National Policy—be done to dispose of management-labor disputes without in any way interfering with the full and adequate prosecution of our war program.

This situation suggests the advisability of arranging a joint conference of management and employe representatives for the purpose of endeavoring to resolve the points in question. Will you be good enough to initiate steps to bring about such a conference or, if this does not come within your functions, will you please see that it is referred to the proper representatives of the Carriers. I understand that Mr. Robertson, President of the Brotherhood of Locomotive Firemen and Enginemen is prepared to enter into such a joint conference.

Very sincerely yours,

FRANKLIN D. ROOSEVELT

J. J. PELLE, ESQ., President  
Association of American Railroads,  
Transportation Building,  
Washington, D. C.

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June 5, 1943

My dear Mr. President:

This will acknowledge receipt of your letter of May 29, reply to which has been delayed due to my absence from the city, concerning the report which you recently received from an Emergency Board, appointed from the National Railway Labor Panel to investigate, among other things, disputes involving the pay basis and manning of diesel locomotives, as well as the pay basis of firemen and helpers employed on steam and electric locomotives.

It is noted that the Emergency Board report is not satisfactory to the Brotherhood of Locomotive Firemen and Enginemen and that, according to the advice reaching you, some of the most important questions have not been resolved and a further joint conference is suggested. Candor compels me to say, however, that a careful study of the report indicates that all questions involved in the dispute were definitely resolved by the Board, and there would, therefore, be nothing to consider in a joint conference except questions which were clearly and definitely disposed of.

We will appreciate, of course, and share with you your anxiety that in these troublesome times everything possible and fair—but within the National Policy—be done to dispose of management-labor disputes without in any way interfering with the full and adequate prosecution of our war program. Therefore, in view of your understanding that Mr. Robertson, President of the Brotherhood of Locomotive Firemen and Enginemen, is prepared to enter into a joint conference, and, in accordance with your request that one be held, this is to advise that I will be glad to immediately arrange to have such a conference initiated and at as early a date as possible.

Very sincerely yours,

J. J. PELLE.

HONORABLE FRANKLIN D. ROOSEVELT,  
The President  
The White House,  
Washington, D. C.

**NATIONAL RAILWAY LABOR PANEL**

Washington 25, D. C.  
2001 North Interior Building  
August 19, 1943

**MR. H. A. ENOCHS, Chairman**  
Eastern Carriers' Conference Committee  
Broad Street Station Building  
Philadelphia, Pennsylvania  
**MR. D. B. ROBERTSON, International President**  
Brotherhood of Locomotive Firemen and Enginemen  
318 Keith Building  
Cleveland, Ohio

Gentlemen:

This is in response to your letter of August 13, 1943, requesting approval of so much of the accompanying Memorandum of Agreement of even date as involves changes in rates of pay. According to your letter, the wage adjustments provided for in the Agreement represent "essentially a "reclassification" of rates of pay, and the progressions provided for in the schedules are designed to provide reasonable integration with the existing gradations of rates of pay which are remaining unchanged and also preserve existing wage relationships."

Insofar as the changes in rates of pay provided for in the Agreement conform to the recommendations of the emergency board report dated May 21, 1943, they are authorized by paragraph 2 of Executive Order 9299 without notice or application to the Chairman of the National Railway Labor Panel and without his specific approval, since the recommendations of the emergency board have become effective pursuant to paragraph 5 of the Executive Order 9299.

As we understand the Memorandum of Agreement, certain of the provisions of paragraphs 1 and 3 thereof represent wage adjustments in excess of those recommended by the emergency board, and require specific approval under the Government's Wage and Salary Stabilization Program. On the basis of the facts stated, these adjustment are permissible under outstanding regulations and orders and are hereby approved under authority of Executive Order 9299.

Very truly yours,

**FOR THE CHAIRMAN**  
**WALTER T. NOLTE**  
Assistant in Charge  
Wage and Salary Stabilization

CC Mr. H. A. Enochs  
New York, New York

August 23, 1943.

Mr. Walter T. Nolte,  
Assistant in Charge Wage and  
Salary Stabilization,  
National Railway Labor Panel,  
Washington, D. C.

Dear Sir:

This will acknowledge receipt of your letter of August 19th, addressed jointly to the undersigned, referring to our letter of August 13, 1943, and the Memorandum of Agreement which were explained and handed to you and Dr. William M. Leiserson, Chairman, National Railway Labor Panel, at our conference in Washington August 13th.

We understand from your letter that insofar as the Memorandum of Agreement required Governmental approval, same has been given. Steps will, therefore, be taken to put the agreement into effect pursuant to its provisions.

Yours very truly,

**H. A. ENOCHS, Chairman**  
Eastern Carriers' Conference Committee

**D. B. ROBERTSON, President**  
Brotherhood of Locomotive Firemen & Enginemen