

IN THE MATTER OF A CONTROVERSY

between

BROTHERHOOD OF RAILROAD TRAINMEN

and

CERTAIN PARTICIPATING EASTERN,
WESTERN AND SOUTHEASTERN RAILROAD
CARRIERS OF THE UNITED STATES

REFEREE'S
DECISION AND AWARD

APPEARANCES:

Mr. L. W. Horning,

Representing, Eastern Carriers
Conference Committee

Mr. D. P. Loomis,

Representing, Western Carriers
Conference Committee

Mr. W. S. Baker,

Representing, Southeastern
Carriers Conference Committee

Mr. W. L. Reed,
Mr. Henry Kaiser, Esq.
Mr. H. F. Sites,
Mr. K. H. Jones,
Mr. C. J. Jenkins,
Mr. W. E. Grady,
Mr. W. T. Jenkins,
Mr. E. J. Brady,
Mr. C. W. Stanley, and
Mr. Harry See

Representing, Brotherhood of
Railroad Trainmen

The present action is a Reference Proceeding, in the nature of an arbitration between certain Participating Railroad Carriers and the Brotherhood of Railroad Trainmen. The developments which brought this proceeding into being will be first described.

Referee's Award on the More than
One Class of Service Dispute.

After due consideration, and after being fully advised in the premises, and upon a preponderance of the evidence, the undersigned Referee decides and determines that the following Decision and Award should be made on the second issue appearing in the ancillary agreement dated May 25, 1951, which was signed by the parties to this proceeding:

A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding, dated May 25, 1951, which should read as follows: "Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip."

Question #1. Does the rule apply to conductors and trainmen in unassigned and/or assigned road service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that conductors and trainmen will not be required to perform work other than that to which regularly assigned.

Question #2. Does the rule apply to conductors and trainmen at an intermediate point or between two intermediate points where conductors and trainmen are required to perform road service not incident to the normal trip?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.

Question #3. Does the rule set aside lap-back or side trip rules?

Answer. No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.

Question #4. Does the rule set aside existing conversion rules?

Answer. No.

Question #5. Does the rule set aside existing terminal switching rules?

Answer. No.

New proposed Question #6.

Question #6. Does the rule apply to conductors and trainmen in passenger service?

Answer. Yes, except where under existing rules seniority acquired by employees in passenger service is separate and distinct from the seniority acquired by employees in freight service.

Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger conductors and trainmen except in emergencies.

Question No. 7. Does the rule apply to conductors and trainmen who are required at an intermediate point or points to perform work train service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for conductors and trainmen performing work train service.

Question #8. Does the rule apply where road conductors and trainmen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise.

The Decision and Award of the undersigned Referee upon the two (2) issues appearing in the ancillary agreement dated May 25, 1951, and which was signed by the parties to this proceeding, shall be final and binding upon said parties, and the same shall become effective on the thirtieth day following the date the Referee notifies the Carrier and Employee Committees of his Decision and Award, and each Carrier shall make its election within such period, in accordance with the savings clause provisions of the proposed rules.

/s/ Geo. Cheney
Referee

Released at Washington, D. C.

August 1, 1951.

At Washington, D. C.
May 25, 1951

Mr. W. P. Kennedy
President
Brotherhood of Railroad Trainmen
Hamilton Hotel
Washington, D. C.

Dear Sir:

This will confirm our understanding that the moratorium rules in the agreements signed this date between the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and employees represented by the Brotherhood of Railroad Trainmen do not apply to requests for the negotiation of union shop agreements.

Yours very truly,



Chairman,
Eastern Carriers' Conference Committee



Chairman,
Western Carriers' Conference Committee



Chairman,
Southeastern Carriers' Conference Committee