Report

TO

THE PRESIDENT

BY THE

EMERGENCY BOARD

APPOINTED BY EXECUTIVE ORDER 10643 DATED NOVEMBER 7, 1955, PURSUANT TO SECTION 10 OF THE RAILWAY LABOR ACT, AS AMENDED

To investigate unadjusted disputes concerning requests for changes in agreements covering health and welfare benefits and for general wage increase involving the Albany Port District Railroad and other carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and certain of their employees represented by the cooperating (nonoperating) Railway Labor Organizations.

(*NMB Case No. A-4985*)

WASHINGTON, D. C.
DECEMBER 12, 1955

(No. 114)

LETTER OF TRANSMITTAL

Washington, D. C.

December 12, 1955

The President
The White House
Washington, D. C.

Mr. President:

The Emergency Board appointed under your Executive Order 10643 on November 7, 1955, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate disputes between certain railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and certain of their employees represented by the cooperating (nonoperating) Railway Labor Organizations, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted,

/s/ Dudley E. Whiting — Chairman
Dudley E. Whiting

/s/ G. Allan Dash, Jr. — Member
G. Allan Dash, Jr.

/s/ John Day Larkin — Member
John Day Larkin

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I. INTRODUCTION

This Emergency Board was established by Executive Order No. 10643, dated November 7, 1955, pursuant to the provisions of Section 10 of the Railwway Labor Act, to investigate and report upon disputes between substantially all of the Class I railroads designated in lists attached to the Executive Order, and certain of their employees represented by the cooperating nonoperating railway labor organizations designated in lists attached to the Executive Order. The Executive Order and the lists referred to are attached as Appendix A.

The railroads involved operate approximately 95 per cent of the nation's railroad mileage. The employees represented by the organizations involved constitute approximately 70 per cent of the employees of such railroads.

Hearings were held by the Board in Chicago, Illinois, commencing on November 9, 1955 and ending on November 30, 1955. The appearances therein behalf of the railroads and the railway labor organizations involved are set forth in Appendix B.

After the conclusion of the hearings and upon stipulation of the parties the President extended the time for filing of this report to December 12, 1955. The letter of extension is attached as Appendix C.

II. ORIGIN OF THE DISPUTES

On April 2, 1955 the railway labor organizations designated in List D of Appendix A served a thirty-day notice pursuant to the provisions of the Railway Labor Act, as amended, upon the railroads designated in List C of Appendix A to modify provisions of a Memorandum of August 21, 1954 so as to require the Carriers to pay the full cost (up to $6.80 per month per employee) of hospital, medical and surgical insurance and protection, which cost is paid in equal shares by the employee and his employer railroad under the health and welfare plan established pursuant to that memorandum.

On August 1, 1955 the railway labor organizations designated in List B of Appendix A served a thirty-day notice pursuant to the provisions of the Railway Labor Act, as amended, upon the railroads designated in List A of Appendix A to change and increase all existing rates of pay by the addition thereto of twenty-five cents per hour.

On September 15, 1955 the railway labor organizations began circulation of a strike ballot among the employees they represented. Thereafter the National Mediation Board attempted to resolve the dispute by mediation. That Board proffered arbitration which was accepted by the railroads but rejected by the railway labor organizations. This Board was thereafter established, which has the effect of maintaining the status quo until thirty days after the Board submits its report.

During the course of the hearings this Board conferred with representatives of the parties separately to explore the possibility of resolving the disputes by agreement but it became evident that the differences were so wide and the positions of the parties so adamant that mutual agreement was then impossible.

III. THE WAGE INCREASE ISSUE

A. HISTORY OF THE WAGE MOVEMENTS

An adequate understanding of the present wage dispute for nonoperating employees requires a brief description of the wage movements in the railroad industry primarily from 1937 to the latest wage changes of October 1955. Prior to 1937 no wage movements occurred with sufficiently wide application in the railroad industry to characterize them as national in scope. Beginning in 1937 the various Organizations jointly or severally sought and obtained flat, across-the-board hourly wage increases which, though they varied slightly in timing, by 1947 resulted in practically uniform total wage increases for all classifications of employees, nonoperating and operating alike.

1. 40-Hour Conversion Complexities. The wage movements which have occurred subsequent to 1947 (the first as of October, 1948) have been complicated by the fact that hourly wage increases have been granted to various classes and groups of employees (nonoperating and yard operating employees) at varying times to permit them to convert from 48-hour weeks to 40-hour weeks without significant losses in take-home pay. The amounts of the flat hourly across-the-board wage increases in the period of 1948 to 1955 for the various groupings of railroad employees have been basically alike for all groups of employees covered by such increases, but the adjustments for conversion to 40-hour weeks have necessarily varied because they have based on an amount equivalent to 20 per cent of each employee's base rates in 1948. These complexities, which continued until October, 1955, are noted in the following table and are commented upon in further detail immediately after the table.

A description of the several wage movements is facilitated by the following table which sets forth the flat across-the-board wage increases and the several conversion adjustments (parenthesized) where applicable. Explanations of these several wage movements follow the table.

Increases in Hourly Rates of Railroad Employes 1948 - 1955

Effective date of Increase	Nonoperating Employees (73 classes)	Yard Operating Employees (8 classes)	Road Operating Employees (14 classes)
Oct. 1948	7.0¢	10.0¢	10.0¢
Sept.1949	(23.5)[a]		
Oct. 1950		(14.5)[b]	
		8.5	5.0
Jan. 1951		2.0	5.0
Feb. 1951	12.5		
Mar. 1951		2.0	2.5
Mar. 1952		(4.0)[c]	
Apr. 1951 to Oct. 1953 Net Cost of Living Changes	13.0	13.0	13.0
Dec. 1952	4.0	4.0	4.0
Dec. 1953		5.0	5.0
Jan. 1955	2.0[d]		
Oct. 1955		6.5	6.5[e]
		4.0[f]	4.0[f]
		(17.0)[g]	
Total	38.5¢	55.0¢	55.0¢

a. Average increase due to conversion to 40-hour week. Not an across-the-board increase.

b. Prepayment to yard conversion to 40-hour week as calculated by Emergency Board No. 110 and adopted by Carriers and Yard Operating Organizations in October 1955. Originally negotiated as an across-the-board increase, but subsequently removed from that category by negotiations.

c. Conversion factor negotiated for, and applicable only to, conversion to 40-hour week. Not an across-the-board increase.

d. Cents-per-hour value of Health and Welfare Benefit costs assumed by Carriers. Listed here as equivalent to an across-the-board increase.

e. Applicable to road operating employees except Conductors and Engineers. Additional skill differential of 2 per cent for Engineers not included.

f. Across-the-board increases in lieu of Health and Welfare benefits.

g. Final adjustment negotiated in October 1955 by Organizations and Carriers for conversion to 40-hour week on base of 1948 rates. Amount shown is approximate for Firemen only. Not an across-the-board increase.

2. The 1948 Movement. The 1948 movement had in common a request by all Organizations for a flat across-the-board wage increase. In addition, the Organizations representing nonoperating employees requested a 40-hour work week with maintenance of 48 hours of pay. The road and yard service employees received a 1948 wage increase of 10 cents per hour effective October 16, 1948, but the demands of the nonoperating employees were referred to Emergency Board No. 66.

The recommendations of Emergency Board No. 66 were that a 7 cents per hour wage increase should be effective as of October 1, 1948, and that a 40-hour week should be established as of September 1, 1949, with a 20 per cent increase in all hourly rates that were effective just prior to October 1, 1948. The March 19, 1949 Agreement of the nonoperating Organizations and Carriers that adopted these recommendations established a 40-hour work week for the large majority of nonoperating employees (effective September 1, 1949), made whole the wages of all employees reduced from 48 to 40 hours per week (except for the accompanying offset of 3 cents per hour of the 1948 general increase), and provided time and one-half for all hours worked in excess of 40 hours for the large bulk of nonoperating employees reduced to 40 hours.

3. The 1949 - '50 Movement. The 1949 - '50 wage movement was opened with a request by a number of operating Organizations for a 40-hour work week for yard operating employees fashioned after that of the nonoperating employees. Other operating Organizations followed suit, and a flow of requests for wage increases was also instituted in early 1950. These many requests of the operating Organizations, together with requests of the Carriers for rules changes, became the subject of lengthy negotiations that extended into May, 1952. The final settlement agreed to for road operating employees was for an across-the-board wage increase of $12\frac{1}{2}$ cents per hour (in three steps), a cost-of-living adjustment (based on the BLS Consumers Price Index) to begin as of April, 1951, and a moratorium on wage proposals until October 1, 1953. (Exception was made in the moratorium for the raising of the question of an annual improvement factor if later permitted by wage stabilization controls.)

4. The 1951 Wage Movement. In the interim while the negotiations were being conducted between the several operating Organizations and the Carriers, the cooperating Organizations representing the nonoperating employees requested a 1951 wage increase in the amount of 25 cents per hour. Negotiations led to the establishment of a wage increase of 12½ cents per hour for all nonoperating employees as of March 1, 1951. Additionally, an arrangement was instituted for cost-of-living adjustments with a slightly changed base than used for yard service and road operating employees. The Agreement encompassing these changes also contained a moratorium on new wage rate proposals until October 1, 1953.

5. The 1952 Wage Movement. In 1952 all of the principal railroad Organizations requested cents-per-hour wage increases under the limited wage reopening clauses contained in their 1951 and 1952 agreements. The five Organizations representing operating employees joined with the Organizations representing the nonoperating employees in presenting a common request for a wage improvement factor to Dr. Paul N. Guthrie who was appointed by the President of the United States to determine whether any further wage increases were justified in the 1952-1953 period. On March 19, 1953, Dr. Guthrie awarded a 4 cents per hour across-the-board wage increase for all railroad employees represented by all of the Organizations, effective December 1, 1952.

6. The 1953-1954 Wage-Rules Movement. The 1953 movement was characterized by requests from the various Organizations for wage increases and rules changes. This movement was initiated on May 22, 1953 by the 15 nonoperating Organizations which sought rules changes on such things as increased vacation benefits, paid holidays, premium pay for Sunday and holiday work, health and welfare insurance benefits and free transportation. At the time this request was made of the Carriers the matter of wage changes was not raised because of the moratorium thereon until October 1, 1953. The rules changes were presented to Emergency Board No. 106 which recommended the adoption of a number of them at a cost estimated at approximately 5½ cents per hour in excess of the cost of the rules changes granted to the operating employees at about the same time.

The final settlement which adopted the recommendations of Emergency Board No. 106 for nonoperating employees cancelled the cost-of-living provisions contained in the 1951 agreements and incorporated into the basic rates the 13 cents per hour in accumulated cost-of-living increases. The health and welfare arrangements adopted by the parties, with the cost thereof shared equally by the employees and the Carriers, resulted in an average cost to the Carriers of 2 cents per employee hour. This figure is included in the foregoing table for reasons enunciated later.

Prior to the time that Emergency Board No. 106 made its report, and on October 1, 1953, the Organizations representing operating employees served various demands for wage increases on the Carriers. In some cases changes in rules were also sought. Between December, 1953 and April, 1954, settlements were reached with most of these Organizations providing for a wage increase of 5 cents per hour across-the-board, increases in vacations from two weeks to three weeks for employees with 15 years or more of service, and incorporation into base rates of the cost-of-living increases in the amount of 13 cents per hour.

In the 1953-1954 Wage-Rules Movement one request was made for an increase in the basic rates applicable to conversion from a 48-hour to a 40-hour work

week. This request, by the BLF&E, was the subject of extensive negotiations which were culminated in presentation of the issue to Emergency Board No. 110. The report of that Board, issued at approximately the time that the 1955 wage movement was firmly begun, served as the base for the solution of the residual aspects of the conversion issue for operating employees. Reference to this point is made under the 1955 wage movement heading.

7. The 1955 Wage-Rules Movement. This movement has included demands both for wage increases and rules changes by the several Organizations. Two operating Organizations representing yard employees (the BRT and SUNA) included in their demands requests for increases in the basic daily rates applicable to conversion to a 40-hour week. Other requests by these two Organizations were subsequently settled but the issue concerning increases in the conversion rates was held over for further handling in whatever manner might be effectuated as a result of the continuing negotiations between the Carriers and the BLF&E.

Emergency Board No. 110 recommended that the parties adopt for the employees represented by the BLF&E the principles that Emergency Board No. 66 had propounded for the conversion of nonoperating employees to a 40-hour week with payment of 20 per cent of their 1948 basic rates as a conversion factor. Emergency Board No. 110 determined that the 23 cents per hour wage increase for yard operating employees represented by the BLF&E, and instituted on October 1, 1950, had included $14\frac{1}{2}$ cents per hour as a prepayment toward conversion to a 40-hour week. (The 23.0 cents per hour wage increase of October 1950 is divided into two parts in the foregoing table to differentiate the conversion prepayment from the across-the-board increase.) This prepayment, plus the March 1952 conversion factor of 4 cents per hour, was determined by the Board to represent a total of $18\frac{1}{2}$ cents per hour which should be deducted from a 20 per cent conversion factor applied to the 1948 base rates for each classification of employees represented by the BLF&E that would decide, nationally, to convert to a 40-hour week.

The BLF&E and the Carriers adopted the Board's recommendations, with certain minor changes, as of October 1, 1955. In doing so, they agreed that the $18\frac{1}{2}$ cents per hour conversion payment already existing, when deducted from 20 per cent of the 1948 average base rate for yard firemen, yielded a conversion factor of approximately $8\frac{1}{2}$ cents per hour. To this conversion factor they added a total of $8\frac{1}{2}$ cents per hour by reallocating the $6\frac{1}{2}$ cent per hour general wage increase between yard and road firemen and by making 6 cents per hour of such increase for yard firemen applicable only upon conversion. The total conversion factor of 17 cents per hour, applicable to yard firemen and used for illustration only, is incorporated in the foregoing table. Additional conversion increases of this same nature were adopted by the Carriers and the BRT and SUNA as of October 1, 1955. The conversion factors for the two latter Organizations were in lesser sums because all members of such Organizations are to convert to a 40-hour week and no optional feature is to be present as is true in the case of firemen.

The 1955 movement has likewise included requests for wage increases by all of the Organizations. The various operating Organizations requested wage increases for the employees they represent both in yard and road operations. At various times during October 1955 agreements were reached between several of the operating Organizations and the Carriers for wage increases for all yard operating and road operating employees, except Conductors. Across-the-board wage increases in the amount of $6\frac{1}{2}$ cents per hour were negotiated for all such employees. (The

wage increase for Engineers was expressed in the form of a percentage of base rates.) In addition a wage increase of 4 cents per hour was negotiated in lieu of a provision for health and welfare benefits for these operating employees. Agreements embodying these wage understandings, effective October 1, 1955, provide that in the event the several Organizations determine to seek arrangements for health and welfare benefits with the Carriers to pay the full costs, the latter 4 cents per hour wage increase will be set aside and be made applicable to the provision of such benefits.

The October 1, 1955 wage increase for Engineers has included a 2 per cent skill differential. Since this type of special rate adjustment for a particular craft has not heretofore been considered a part of a general wage change, this increase has not been included in the foregoing table. Additionally, it should be recognized that the table does not include any 1955 wage increase for Conductors inasmuch as that matter is pending as of the date of compilation of this report.

On August 1, 1955, the cooperating Organizations representing nonoperating employees served notice on the Carriers of a proposed wage increase of 25 cents per hour to be applied as of September 1, 1955, to all employees on whose behalf the proposal was made. The parties have agreed that any wage increase arising out of this proposal should be effectuated as an across-the-board cents-per-hour increase.

B. POSITION OF THE ORGANIZATIONS - WAGE INCREASE ISSUE

1. Relative Wage Movement Through September 1949. The Organizations observe that the last Emergency Board to pass on what nonoperating wage rates should be relative to other wage rates dealt with both the 40-hour week issue and the matter of a wage increase. Since that Board recommended that these employees be given a 40-hour week, with no loss in take-home pay as a result of the reduction of hours per week from 48 to 40, it was felt that the actual wage increase should be minimized to cushion the impact of the hours reduction. Consequently, the Board, instead of recommending an increase of from 10 to 13 cents per hour, effective October 1, 1948, recommended an hourly increase of 7 cents.

The Organizations now contend that the conversion to the 40-hour week did not result in any appreciable increase in unit labor costs. In fact, within a short time after the conversion to the 40-hour week, the Interstate Commerce Commission found that unit labor costs had not increased at all. As a result of this at least 3 cents per hour, if not 6 cents per hour, was lost to the nonoperating employees at the time of the 1948 settlement. And this, it is claimed, has never been made up in any subsequent wage settlement.

The Organizations further contend that their wages should not be compared with wage rates of production workers in all manufacturing industries, as the Carriers insist upon doing, but with those of durable goods workers, which the Organizations feel is more nearly comparable. Emergency Board No. 66 accepted the durable goods industry for purposes of comparison with these employees. That Board specifically rejected all-manufacturing comparison for the nonoperating employees.

In July 1933, before either the nonoperating employees or those in other

industries had the 40-hour week, it is claimed that the nonoperating employees had an 8 cents per hour wage differential in their favor in comparison with the durable goods workers. That is the wages of these employees were 18.4 per cent higher than those of the employees in durable goods. The adoption of the 40-hour week for the durable goods workers during the year following July 1933 put the hourly earnings of those employees above those of the nonoperating employees. The 7 cents per hour increase given to the nonoperating employees in 1948 failed to restore the latter to their former relationship to the durable goods workers. After both had been put on the 40-hour week, it is claimed that the increase given the nonoperating employees left them only 2.4 per cent ahead of the durable goods workers, whereas before either had the 40-hour week the nonoperating employees had an 18.4 per cent advantage. In short, had the nonoperating employees been allowed an additional 6 cents per hour in 1948, the 1944 differential of 18.4 per cent in their favor would not have been fully made up.

2. Wage Changes from September 1949 through December 1952. The Organizations further show that early in 1951 they and the Carriers negotiated an increase of 12.5 cents per hour, with an escalator provision geared to the BLS Consumers Price Index, and a provision for a possible increase based on the "improvement factor". Following this the Guthrie Award granted a 4 cent per hour productivity wage increase effective December 1, 1952. Thus, the relative position of the nonoperating employees set up in 1948 and 1949 was preserved through December 1952.

After the conversion to the 40-hour week, nonoperating employees' average straight-time hourly earnings were 108 per cent of those of production workers in all manufacturing industries, the group which the Carriers think comparable. After the increase of December 1, 1952, the figure was 108.2 per cent, with a cents per hour change of only 2.6. Compared with production workers in durable goods industries nonoperating earnings were 102.4 per cent of those in durable goods in September 1949 and 102.1 per cent in December 1952. The cents per hour differential changed only one-tenth of a cent during this same period. And the relative position of nonoperating earnings among groups of manufacturing industries changed during this period from 6th place to 7th place. In short, the Organizations insist that it makes little difference whether one uses the figures which prevailed in 1949, after the 40-hour week agreement, or those of December 1952, as a basis. The negotiations of 1951 and the award of 1952 both tended to maintain the relationship of nonoperating wages and other industrial wages.

3. Wage Changes in 1954 and 1955. It is the position of the Organizations that while the nonoperating employees sustained a net loss of one cent per hour in earnings between 1952 and 1954, employees in other industries were advancing their wage rates, and during 1955 this trend has increased at an accelerated rate. It is the contention of these Organizations that, compared with the more comparable durable goods workers, the nonoperating employees' earnings declined during the two years prior to 1955 from 3.5 cents per hour higher than those of durable goods workers to 10 cents per hour lower, a relative loss of 13.5 cents per hour. Most of this change of relative position occurred between December 1952 and December 1954.

During the period from September 1949 to December 1954 the nonoperating employees fell from 6th place to 13th place among industrial workers. And during this five years only the earnings of these employees had any substantial change

of relative position among earnings groups. To restore the nonoperating employees to their former relative positions as of December 1954 would, the Organizations contend, require an additional 13 or 14 cents per hour.

But it is further claimed that this wage disparity did not end there. The increases so widely given during 1955 to employees in other major industries have increased the wage disparity approximately 15 cents per hour more. The United States Steel wage settlement averaged 15 cents per hour, with a 11.5 cents per hour minimum and 27 cents per hour maximum. The automobile industry has added 36.7 cents per hour between September 1949 and 1952, and has recently added another 17 cents per hour, or a total of 53.7 cents, 23 cents per hour more than the nonoperating employees have received in the same period. And these figures do not include certain fringe benefits given to the employees in the automobile industry.

Attention is further called to the fact that the major meat packing companies have recently given 14 cents per hour increases, after having given increases in each of the two previous years. It is noteworthy also that they have added further health and welfare benefits. It is the contention of the Organizations that, whereas in September 1949 the minimum rate in meat packing was 1.5 cents per hour lower than the nonoperating rate, it is now 23 cents per hour higher. That is, the nonoperating employees' minimum rate is now relatively 24.5 cents per hour behind that in the meat packing industry.

The Organizations further maintain that other major companies or bargaining groups show substantially greater increases since 1949 than have been given to the nonoperating employees. These employees have fallen behind aluminum employees by as much as 39.5 cents per hour. When compared with agricultural machinery employees the relative loss of position of the nonoperating employees is 21.5 cents per hour. In the shipbuilding industry the two major segments are 27 cents per hour and 24.5 cents per hour ahead of these nonoperating employees. Employees in the rubber industry have had 27.5 cents per hour more in wage increases. The petroleum industry employees have a 30 cents per hour advantage over the nonoperating employees. Coal minimg employees have a 37 cents per hour advantage. Trucking industry employees have been given 30 cents per hour more than the nonoperating employees in this short period of time. Even the transit industry, perhaps the most depressed of all, has done better by its employees than the railroads have with the nonoperating employees. The nonoperating Organizations claim that they have had a relative decline of 21 cents per hour below transit employees.

Thus the Organizations feel justified on the basis of inter-industry wage comparisons in making the appeal for an additional 25 cents per hour, plus the added health benefits.

4. Social and Economic Progress. The Organizations point to the great progress in our expanding economy and the necessity for all people to share in this growth in order that the growth continue. Failure to permit an appropriate increase in the economic means of consuming the products of our expanded productive capacity is to shut off the thing which stimulates its growth. Rising living standards for the populace as a whole is not only an economic necessity but also concomitantly has socially desirable results. Better living standards with better nutrition and living quarters, more funds and time available for education, research, recreation and medical attention all result in less illness,

less absenteeism and in a higher level of productivity on the part of the individual employee.

Certain Carrier witnesses have criticized the use of productivity as a measure of what wage earners should receive, claiming that increased productivity results not from more physical effort or greater skill but from capital improvements and managerial ingenuity. This statement the Organizations challenge. Modern machines, whether construction equipment, high-speed office machines, or intricate signalling devices still require men to operate them, men with greater skill, ability and responsibility than when the work was performed by hand. A man who operates a power weed cutter, while he may put forth less physical effort, has more responsibility and more skill than the man who cuts weeds with a scythe. And so it goes in the use of all the modern equipment, whether in the office or on the road.

Between 1929 and 1952, productivity per employee in the railroad industry increased more than in almost any other industry, the Organizations contend. Heavier and faster trains and more intensive utilization of fixed plant and equipment has made for more efficient use of manpower. According to a recent survey railroad output had increased almost 60 per cent between 1920 and 1954, with 36 per cent fewer employees, 49 per cent fewer locomotives, 24 per cent fewer freight cars and 38 per cent fewer passenger cars. Today there are only 62.1 per cent as many railroad employees as 35 years ago and the actual man hours are probably about 57 per cent of the earlier figure. During this same period both revenue freight ton-miles and revenue passenger miles per employee have shown tremendous growth.

Since 1921, the Organizations point out, traffic units have increased 182 per cent per employee and 203.5 per cent per man hour, and in recent years the increase in productivity per man-hour has averaged better than 4 per cent per year, which is well ahead of the overall annual average rate of productivity increase. In the new developments of the future, it is expected that the railroads will continue to advance as they have in the recent past.

5. Financial Considerations. The Organizations do not question certain facts concerning the increased competition from other modes of transportation. However, they point out that new types of transportation service have expanded the total demand for transportation. While the railroads have lost certain former business to the newer modes of transportation, their volume of business in recent years has been the greatest in the history of the railroad industry.

The year 1955 is expected to be financially one of the most successful in the entire history of railroading. In fact, the past fifteen or twenty years have been good years for the railroads, as well as for other industries, and some of the postwar years have been the most profitable up to this time. Even the "bad" year of 1954 showed profits for the railroads near the highest on record.

The reason the railroads are paying lower dividends today than in the years from 1925 to 1929, is that they are investing more of the profits in building up the equities of the stockholders. This is not only characteristic of the railroads but also of many other American firms now doing a booming business. Therefore, the Organizations insist that the Carriers' claim that they are financially

unable to pay higher wages to the nonoperating employees is without any foundation in fact.

C. POSITION OF THE CARRIERS - WAGE INCREASE ISSUE

1. No Wage Increase is Justified. The Carriers contend that the wage demands now before us should be denied in toto. It is their position that the wages of these employees are already on a par with those of comparable skill and ability in other industries; hence no increase is due the nonoperating employees at this time.

Because it has been the policy of the Carriers for many years to offer uniform and non-discriminatory treatment to all classes and crafts of railroad employees in matters involving general wage adjustments, and in all other matters with respect to which all classes and crafts were similarly situated, the Carriers offered the employees before this Board a "package" settlement equivalent to the 10.5 cents per hour increases which had been given to the operating employees. This offer would have cost the Carriers $186,000,000 anually. The offer was rejected by the nonoperating employees and expired October 31, 1955.

The Carriers contend that the "package" offer rejected by these employees in no way indicates what they are entitled to in this case. The amount of the offer was determined by the policy of the Carriers to give uniform and non-discriminatory general wage increases to all classes of railroad employees and, if accepted, would have placed nonoperating employees well ahead of workers in outside industry. The Organizations have elected to have the merits of their demand determined by comparison with the wages of workers in outside industry rather than the wages of other railroad workers. And the Carriers insist that judged by outside industry, the demand has no merit.

2. Job Content, Working Conditions, and Fringe Benefits Justify Comparison with Workers in All Industry. It is the contention of the Carriers that the nonoperating employees consider their jobs desirable, and they do not feel that they are underpaid. This is shown by the average length of service of railroad employees as compared with employees in other industries. Of new employees hired during 1955 on one railroad where a study was made, the quit rate was only 4.2 per cent as against a rate of 15.7 per cent for manufacturing industries generally.

The Carriers show that these employees enjoy fringe benefits not common to employees in other industries. They have such things as free transportation, unemployment insurance, death and survivors' benefits, pensions, liberal vacation allowance, more holiday allowance than prevails in other industries, and hospital, medical and surgical benefits which are better than in most industries. In addition to all of this there is the Washington Job Protection Agreement of 1936, the Transportation Act of 1940 and the protective orders of the Interstate Commerce Commission which afford railroad employees protection not found in other industries.

With respect to job content, the Carriers contend that the general level of skill, effort and responsibility required of nonoperating employees as a group is no greater than the skill, effort and responsibility required of production workers in all manufacturing industries. Nor do the demands of the employees in this case advocate wage adjustments based on any increase in job content or higher skills. In fact, the demand is the same for the unskilled as for the higher skilled employees in the group.

3. Wage and Earnings Comparisons. The Carriers insist that the most appropriate wage comparison of the nonoperating employees is with the workers in all manufacturing industries and not with those in the durable goods industries. Historically the average straight-time hourly earnings of nonoperating employees have been at approximately the same level as those of production workers in all manufacturing industries. Page 6 of Carriers' Exhibit 2 shows that for the past 33 years there has been a close relationship between the wages of nonoperating employees and production workers in all manufacturing industries. The same table shows that there has been no such close relationship with the earnings of employees in durable goods industries. In fact, during 23 years for which figures are available for durable goods industries, nonoperating employees have been below durable goods workers 18 of the 23 years, it is claimed.

In short, the Carriers insist that the base periods suggested by the Organizations are not representative or typical and should not be used in making wage comparisons. The use of July 1933 as a base period does not give a true picture, since at that time all industry was in an extremely depressed state and it is the one point in the past 23 years at which all railroad employees stood highest in their wage relationship. Likewise, the Carriers insist that the use of September 1949, immediately following the conversion to the 40-hour week, is not a proper base period for comparing the wages of the nonoperating employees with those in other industries.

Wage comparisons, the Carriers contend, should not be made at a particular day, week or month, but should be based upon a period of at least one year. The Carriers insist that the period from 1922-1926, and the year 1936, are more truly representative base periods. The period 1922-1926 was the first five full years for which wage statistics, as currently published by the I.C.C. are available. This also represents the period when the U. S. Railroad Labor Board attempted to establish some equitable relationship between wages of railroad employees and those in outside industry. This period has also been used by these same Organizations in prior wage cases before arbitration boards and emergency boards. And 1936 has likewise been used in previous cases by both the Carriers and the Organizations.

By using these "fair" base periods for comparison with outside industry, the Carriers contend that the wages and earnings indicate that the nonoperating employees are not entitled to a wage increase. Consumers' prices have been relatively stable for the past three and one-half years. The real wages of the nonoperating employees are said to be at the highest levels in history. For the first seven months of 1955 the real straight-time hourly earnings of nonoperating employees increased 49.9 per cent from 1939. During the same period the increase for all manufacturing industries was 50 per cent. During the 1922-1926 period production workers enjoyed a 1 cent per hour advantage in their real average straight-time hourly earnings, but if one takes the period from 1921 to 1936, the average favored the nonoperating employees by about 2 cents per hour. And, according to the Carriers' contentions, during the first seven months of 1955, the excess of the real earnings of nonoperating employees over all manufacturing production workers was 1 cent per hour. Thus, throughout the years the average earnings of the nonoperating employees have had a close relationship to the earnings level of employees in the all industry group and that relationship still exists.

Briefly stated, the Carriers insist that wage comparisons based upon such dates as July 1933, September 1, 1949, and December 1, 1952, are in no sense

representative periods. On the contrary, these were the unusual points over the past quarter century and not the typical ones. And the Carriers maintain that any appreciable increase in the wages of the nonoperating employees at this time would only disturb the long-prevailing pattern of wage relations.

4. Increased Productivity No Basis for Wage Increase. The factor of productivity, the Carriers claim, is the result of capital improvements in the form of labor-saving machinery or equipment to which the employees add little if anything. Therefore, it is said that these employees cannot justify their wage demands on the basis of increased productivity. While wages, including payroll taxes, increased 234 per cent over those prevailing from 1921 to 1925, the Carriers point out that traffic units increased only 173 per cent and gross ton miles increased only 157 per cent. Therefore, one does not see in this comparison any sound reason for a wage increase based upon increased physical effort or skill. Furthermore, it is claimed that railroad employees have participated fully in productivity gains.

5. The Carriers' Inability to Pay Higher Wages. It is the position of the Carriers that the financial condition of the railroads is substandard. The decline of this industry began before World War I, and it has continued. While railroad gross revenues have increased 51 per cent since the period 1925-1929, yet the margin of profit has so deteriorated during the intervening years that net operating income decreased 25 per cent by 1954. This smaller income is also in depreciated dollars. Carriers' Exhibit 11, Page 5, shows that in terms of cents per dollar of gross, net railway operating income was lower in the past five years than during the depression years. The rate of return on investment, which averaged 5.11 per cent from 1925 to 1929, was only 3.28 per cent in 1954, or 3.51 per cent based on I.C.C. valuation.

Deferred taxes and deferred maintenance puts the Carriers in a dangerous situation so far as the future is concerned. The rapidly deteriorating state of railroad assets due to deferral of replacements leaves the railroads with some 4,000 locomotives to be replaced at a cost of some $600,000,000. Since 68.6 per cent of the total fleet of passenger cars is over 25 years old, and each new car costs some $200,000, at least $125,000,000 annually is needed for replacements. The greatest replacement need at this time is for freight cars which will cost at least $800,000,000 per year. The total annual replacement need is estimated at $1,550,000,000.

6. Competition from Other Forms of Transportation Prevents Passing on Increased Costs. The Carriers state that in 1929 the railroads accounted for 5.2 per cent of the national income. In 1954, they accounted for only 2.2 per cent, or a 60 per cent loss of position. Some of this loss was to competing forms of transportation. During the period 1930-1934, the railroads performed 73.5 per cent of all intercity freight services. In 1954 only 50.5 per cent of intercity freight service was performed by these railroads. The highway motor carriers have not only taken a substantial part of such freight handling, but also they have taken the part which is higher-rated. That which the trucks handle pays them 6 cents per ton mile compared with an average of less than 1.5 cents per ton mile paid by railroad shippers.

In the area of passenger traffic, that part of the intercity traffic handled by the railroads has declined to 39.8 per cent in 1953, and 38.3 per cent in 1954. The airlines revenues from passenger service are now substantially higher than those of the railroads. And, whereas the railroads get an average of 2.6 cents per passenger mile, the airlines receive approximately twice that amount.

The prospects for the future are that the competing modes of transportation may continue to get the higher-paying freight and passenger service and leave the lower-rated freight and passenger traffic to the railroads.

7. Railroads Should Not Be Compared With the More Prosperous Industries. Even though the railroads have had some expansion in the volume of business, the Carriers show that they have found it increasingly difficult to match the generally expanding volume of the economy. In the 1919-1952 period railroads had only a 49 per cent increase in volume of business compared with 282 per cent increase for petroleum and coal, 314 per cent for machinery, 294 per cent for rubber, 233 per cent for durable goods, 219 per cent for manufacturers and 189 per cent for iron and steel.

In 1954, Class I railroad wages and salaries accounted for 51.8 per cent of total revenues of that industry, as compared with 23.5 per cent for all manufacturing, and 5 per cent for petroleum and coal.

In short, the Carriers contend that railroad earnings are inadequate; wage costs have steadily increased and have siphoned off the benefits of capital improvement programs; railroads have not fully participated in the expansion of our economy; currently improved earnings, achieved by deferring expenditures, are still inadequate; impending increased costs may wipe out the temporary gains of 1955; competitive forces, aided by public subsidy, have seriously eroded railroad traffic and revenues and have limited the ability of the railroads to recoup by raising rates and fares; and finally, the railroads are not paying substandard wages and are in no position to meet further wage increases.

D. FINDINGS OF THE BOARD - WAGE INCREASE ISSUE

1. Relationship of Railroad Earnings to Outside Industry Earnings. Masses of statistics have been presented to this Emergency Board by the Carriers and the Organizations seeking to support the use of particular wage series and base dates which best reflect the respective parties' interpretation of a proper resolution of their existing wage dispute. As previously noted, the Carriers urge that comparisons be made between the wage data for nonoperating employees and production workers in all manufacturing industries (published by the Bureau of Labor Statistics), and that the base period for such comparisons be for an extended period of time in the early 1920s or for the year 1936. The Organizations argue that the wage comparisons should be made with the wages of durable goods workers (published by the Bureau of Labor Statistics), and that the base period for the comparisons be at particular points of time between 1949 and 1952 immediately following the institution of wage increases and during the period that the 40-hour work week has been effective for nonoperating employees.

While there is much to be said for the positions of each of the parties in this regard, there are points at which this Board finds reasons to differ with the arguments of both. If the Board were convinced that the resolution of the present wage issue properly required a complete reappraisal of the wage comparisons that should be made between the nonoperating employees and those in outside industry the Board would embark on such a mission. But, the Board is of the conviction that the resolution of the present wage dispute lies within the realm of intra-industry wage comparisons, i.e., between employees within the railroad industry, and thus does not feel impelled to make any detailed appraisal of wage rate comparisons between these nonoperating employees and those in outside industry. For its limited purposes of viewing its suggested recommendations, made on

an intra-industry basis, against the wage levels in outside industry the Board deems it appropriate only to make the following comments as respects its reactions to the positions of the parties concerning the relationship of earnings of railroad nonoperating employees with the earnings of employees in outside industries.

Wage comparisons between the nonoperating employees and those in all manufacturing industries were quite appropriate in the years between 1922 and 1941, or until approximately the effective time of the Federal Wage and Hour Law. Beginning about 1941 and until 1949 when the nonoperating employees were placed on a 40-hour work week, such wage comparisons have not been of real significance because the railroad employees had been working on 48-hour weeks and those in outside industry had been dominantly on 40-hour weeks. Comparisons of average hourly earnings (straight-time or inclusive of overtime allowances) are not dependable, even between industries of the same basic worker composition, when one of those industries is on a 48-hour week and the other is on a 40-hour week. Pressures for hourly wage increases for the 48-hour employees are very often limited or affected by the excess in hours worked as contrasted to the 40-hour employees who must look for larger hourly rate increases to compensate them for higher living costs, wage improvement factors, etc.

Wage comparisons for nonoperating employees that are based on relationships existing two or three decades ago likewise leave much to be desired. The Organizations of nonoperating employees and the Carriers have seen a "great many engines go under the bridge" during their years of wage and rules change negotiations and it must be concluded that somewhere along the line they have arrived at agreements that reflect their understandings as to what is a just and proper wage comparison between the employees in the railroad industry and those in outside industry. When, in the course of their negotiations (with or without the use of Emergency Boards) they arrive at understandings concerning new wage levels, the comparisons then resulting between the wage rates of railroad employees and those in outside industry reflect a "meeting of the minds" which must be viewed as having significant meaning. Those understandings, by their nature, are mutually arrived at, and do not represent a unilaterally determined wage rate relationship.

In the years prior to 1941, existing wage data reflect an effort on the part of the Carriers and the Organizations of nonoperating employees to equate the earnings of nonoperating employees fairly closely with the earnings of employees in all manufacturing industries. Between 1941 and 1949 these attempts at equality were disturbed because of the differences between the nonoperating employees' 48-hour weeks and the dominant 40-hour weeks in outside industry.

Subsequent to the introduction of the 40-hour week for nonoperating employees (September 1949) wage rate comparisons between nonoperating employees and those in outside industry have been made with much greater attention to the earnings of durable goods workers than those in all manufacturing industries. Certainly that was a key comparison made by Emergency Board No. 66 in recommending the institution of the 40-hour week for nonoperating employees with a 20 per cent increase in base rates to compensate them for the reduction in their work week from 48 hours. The February 1951 negotiated wage increase of 12.5 cents per hour, the escalator cost-of-living wage increases between April 1951 and October 1953, and the 4 cents per hour wage increase awarded in the Guthrie Arbitration in December 1952, had the effect of maintaining a much closer relationship between the wage rates of the nonoperating employees and those of durable goods workers than they did with the workers in all manufacturing industries.

This Board is not persuaded that these several wage rate relationships were happenstance or the result of blind bargaining. Neither is the Board convinced that the passage of time between December 1952 and December 1955, with no flat wage increases for nonoperating employees, has been intentionally directed toward reestablishing any formerly existing relationship between the wage rates of the nonoperating employees and those in all manufacturing industries. The parties are too experienced in wage negotiations for either of these to have occurred.

On the other hand the Board is of the opinion that any direct wage rate comparison between nonoperating employees and those in outside industry (i.e., excluding an intra-industry wage rate change determined in amount to equalize a wage rate change previously adopted for operating employees) that considers only the earnings of durable goods workers is not altogether appropriate. If that were the basis for the Board's determination in this case it might well make certain adjustments either in the wage series of all manufacturing workers or those for durable goods workers. More completely equitable wage comparisons with nonoperating employees would probably require the exclusion from the all manufacturing workers wage series of industries employing dominant numbers of women (tobacco, textile and apparel as examples). More proper wage comparisons with durable goods workers might well require the exclusion of industries employing a dominant number of skilled persons (primary metals, machinery, and transportation equipment, as examples). But, inasmuch as the Board in this instance deems it appropriate to recommend a wage rate increase based on intra-industry comparisons it is not necessary, for the Board's purposes, that any such perfections be made in these wage series.

2. Relationship of Earnings Between Nonoperating and Operating Employees. The record presented in this case is replete with evidence of the parties' conscious attempts, in more than a decade and a half beginning in 1937, to equalize wage rate increases between nonoperating and operating employees. This principle has been succinctly expressed by the Carriers' Counsel in this case in the following statement:

> "....it has been the policy of the carriers for many years to offer uniform and nondiscriminatory treatment to all classes and crafts of railroad employees in matters involving general wage adjustments, and in all other matters with respect to which all classes and crafts were similarly situated, ..."

In characterizing its 1955 offer of a $10\frac{1}{2}$ cents per hour wage increase made to its nonoperating employees in the present case, an offer subsequently withdrawn by the Carriers because it was not accepted under its terms by October 31, 1955, the Carriers said:

> "....this offer was consistent with and in fact was made pursuant to the long established policy of the carriers to grant uniform and nondiscriminatory general wage increases to all classes of railroad employees."

The evidence presented by the Organizations and the Carriers includes many past instances in which the above policy was followed in determining the amount of wage increase to be granted those crafts of employees which were the last ones on which agreement was reached at the end of particular wage movements. While the timing of these wage increases has varied, and special adjustments have sometimes

been granted concurrently to specific crafts for particular reasons, the eventual result that has been attained thus far (since wage movements in the railroad industry became national in scope beginning in 1937) has been a like total amount of general wage increases for each craft and groups of crafts, operating and nonoperating alike. The results of the application of this principle are reflected in the table presented in a prior part of Section III of this report.

Application of the principle of uniform wage increases for all classes of railroad employees has not taken the form of a blind following of precedent as soon as the wage increase for one craft has been established at the beginning of any particular wage movement. Emergency Board No. 66, for instance, noted that it would not follow the principle of uniformity of wage changes when it was concerned with the nonoperating employees who represented the large bulk of the industry's employees and was faced with a wage increase accepted by the minority of the industry's employees in the operating crafts. It noted, therefore, that it would not limit its 1948 recommendation in that case to the institution of a uniform hourly wage increase equivalent to that granted the minority of the railroad employees in the operating crafts and thus cut off the nonoperating employees from attaining the 40-hour work week goal to which it deemed them otherwise entitled. In adopting the recommendations of that Emergency Board the parties deviated from the principle of uniform wage rate increases between various crafts of railroad employees (the operating employees received 10 cents per hour in 1948 and the nonoperating employees received 7 cents per hour) as a means of providing the Carriers with a cushion to soften the impact of an increase of 20 per cent in 1948 base rates connected with the September 1949 conversion of such employees to a 40-hour week.

The 1949-1951 wage movements, when finally consummated after negotiations that extended for some crafts to May 1952, led to the adoption of a wage increase of 12.5 cents per hour for each group of railroad crafts. These several movements were complicated, insofar as the yard operating employees were concerned, by wage increases that were negotiated in major part to compensate for the introduction of 40-hour work weeks for those crafts. The Carriers and the several Organizations representing these employees have finally eliminated these complexities by agreeing in their October 1955 negotiations that 14.5 cents per hour of the 27 cents per hour wage increase granted the yard operating employees in the 1950-1952 period took the form of a prepayment for conversion to a 40-hour work week (as found by Emergency Board No. 110). They also agreed that the residual amount of wage increase granted those employees (12.5 cents per hour) as an across-the-board increase, that had no connection with conversion to a 40-hour week, was the same as granted in that period to the nonoperating and road operating employees. Thus the parties have themselves made computations, on an historical basis in this instance, to support the principle of uniform wage increases for all crafts of railroad employees.

The cost-of-living increases between April 1951 and October 1953 have likewise been uniform for all crafts. They have totalled 13 cents per hour and have uniformly been incorporated into the base rates for each craft following the termination of the escalator clauses in each agreement.

The December 1952 Guthrie Arbitration Award, though not concerned with all of the criteria that customarily are considered as part of a general wage case, also recognized the propriety of instituting a uniform wage increase for all

crafts of railroad employees. In this case the Award was for a 4 cent per hour improvement factor for all employees.

Other apparent deviations from the principle of uniform wage changes for all crafts of railroad employees have been made from time to time but in each instance has been caused by an aspect of change in the method of wage payment for such craft, or for some other comparable reason. For instance, graduated rates of pay (on the basis of locomotive weight on drivers, train length, etc.) have been adopted for several crafts to take the place of former single rate payment. Differential adjustments for Engineers and Yard Conductors have also been established. In each specialized case the wage adjustment, which often coincided in time with an across-the-board wage increase, reflected an element of skill, effort, responsibility, hazard or working conditions of the particular craft of employees affected. But, in each such case the principle of uniform across-the-board wage increases has been recognized and followed by the parties.

The October 1955 wage increase for yard and road firemen might be considered as a departure from the principle of uniform wage increases for all crafts of railroad employees, at least to the extent that the yard service employees represented by the BLF&E have received a slightly higher wage increase in 1955 than the road service employees represented by that organization. However, the October 14, 1955 Agreement with the BLF&E shows this variation was connected with the conversion of the yard service employees to a 40-hour work week (the road service employees are not concerned with a 40-hour work week) and that the whole was stated to be the equivalent of a $10\frac{1}{2}$ cent per hour across-the-board wage increase. Consequently the Board in this case does not construe the variation in treatment of yard service employees in connection with the October 1955 wage increase as a departure from the principle of uniform wage increases for all classes of railroad employees.

The record in this case, then, clearly supports the conclusion that, except for the very recent wage increase history of the nonoperating employees, uniform wage rate increases for all crafts of railroad employees has been the practice since national wage movements began in the railroad industry in 1937. Wage rate relationships have been consistently on an intra-industry basis since that date.

3. The 1955 Wage Increase Should be Based on Principle of Uniformity of Wage Increases in the Railroad Industry. The Board concludes that the principles expressed in the preceding sub-section of this report represent the appropriate basis for its recommendations of settlement of this wage issue. The principle of uniformity of wage increases between the several crafts of railroad employees should be applied in this case, with a "catch up" for two situations in which the nonoperating employees have fallen behind the general across-the-board wage increases granted to other railroad employees since 1948. A "catch up" for these two situations added to the general across-the-board wage increase applicable to most other railroad employees as of October 1, 1955, would result in an equalization of wage increases between nonoperating and operating employees for the 1948-1955 period, and the Board would consider the principle of uniform wage rate increases to be fulfilled thereby.

The first point at which the principle of uniformity of wage increases has been deviated from insofar as nonoperating employees are concerned in the 1948-1955 period was the 1948 wage increase. The 7 cents per hour wage increase the nonoperating employees received in 1948, as previously noted, was set at 3 cents

per hour less than the 10 cents per hour wage increase for operating employees as a partial offset to the wage cost impact caused by the addition of 20 per cent of base rates to compensate nonoperating employees for losses they would otherwise have experienced in changing from 48-hour to 40-hour weeks in September, 1949. This departure from the principle of uniformity of wage rate increases was mutually agreed upon for reasons deemed by the parties as sound and sufficient at the time of the conversion. Thus there could be no supportable contention that any inequity occurred until some other craft or group of crafts would convert to a 40-hour week without the loss of 3 cents per hour in a then pending uniform wage increase. If conversion to a 40-hour work week in some craft or crafts would be accomplished by the same offset of a pending uniform wage increase there would be no reason to conclude that the nonoperating employees suffered any inequity in relation to the employees in that craft.

But the final consummation of the negotiations for the wage adjustments to accompany the conversion to 40-hour work weeks by the several yard operating crafts (completed in October 1955) did not result in any offset of 3 cents per hour against pending uniform wage adjustments for such crafts. Of course, in the period between the 1951 or 1952 dates on which some employees in the yard operating crafts converted to 40-hour work weeks and the October 1, 1955 date on which the final conversion wage factor was negotiated for such crafts, the employees in the yard operating crafts who had been on 40-hour weeks had worked under a wage inequity as compared with the nonoperating employees because their original conversion factor was considerably below the conversion factor granted to nonoperating employees. But, as of October 1, 1955, that inequity was removed and the full across-the-board wage increases enjoyed by all other railroad employees in the 1950-1952 period, together with the full conversion adjustment granted the nonoperating employees, were made available to the yard service employees upon conversion to a 40-hour work week. Since the 3 cents per hour conversion wage offset of the nonoperating employees was not finally made applicable to the yard operating employees, the Board here concludes that the nonoperating employees should now be entitled to a "catch up" of the 3 cents per hour conversion wage offset they experienced in 1948, but which did not become an actual wage inequity until October 1, 1955.

The second situation in the wage change pattern for nonoperating employees that has caused them to suffer an inequity as contrasted to the operating employees was the wage increase of 5 cents per hour granted to operating employees in December 1953. The Organizations representing the nonoperating employees had directed their initial demands that year to rules changes in such matters as more extended vacations, holidays with pay, premium pay for Sunday work as such, a health and welfare plan, and increased free transportation. Delays in the processing of these demands caused the 1953 wage settlements for operating employees (in the amount of 5 cents per hour) to be consummated before the nonoperating employees demands for "fringes" could be resolved. As a consequence the operating employees received an across-the-board wage increase of 5 cents per hour while the nonoperating employees received no flat wage increase. While the nonoperating employees did receive a number of paid holidays as of August 1954, (estimated to cost the Carriers an average of $3\frac{1}{2}$ cents per hour), and were likewise covered by a jointly financed health and welfare plan as of January 1955 (at a cost of 2 cents per hour for the Carriers and 2 cents per hour for each employee covered), their wage rates were not increased in the 1953-1954 period. Insofar as the principle of uniform wage increases for all crafts of railroad employees is concerned, then, the nonoperating employees experienced an

inequity of 5 cents per hour as of December 1953. That inequity, however, has been offset to the extent of 2 cents per hour for the reason next noted.

The October 1955 wage settlements consummated for the several crafts of operating employees all include understandings to the effect that 4 cents per hour of the 1955 wage increase is "in lieu of" a Carrier-financed health and welfare plan not now applicable to such employees. The Agreements embodying these wage increases all record a supplementary understanding that in the event a Carrier-financed health and welfare plan is later negotiated this 4 cents per hour wage increase (or such portion thereof as may be required to finance a plan adopted by mutual agreement) will be automatically converted for the payment of such plan. Thus the Carriers and operating Organizations clearly substituted a 1955 wage increase in settlement of the health and welfare issue then pending between them. When they did so, and set the substitute wage increase figure at 4 cents per hour for operating employees, the 2 cents per hour cost to the Carriers of the present jointly financed health and welfare plan for nonoperating employees likewise took on a wage increase connotation insofar as the principle of uniformity of wage increases is concerned.

The cost of the paid holidays granted to the nonoperating employees in August 1954 does not carry this same wage connotation. This is so because this "fringe" benefit has not been generally applicable to all employees and no attempt has been made to set aside part of the 1955 wage increase of any operating craft as being "in lieu of" paid holidays. Neither does the record divulge any other instance since 1948, during which other rules changes (embodying fringes) have been negotiated for various crafts, in which offsets to wage increases have been made for rules changes or fringes not made generally applicable to all employees. Furthermore, this Board notes that Emergency Board No. 113 did not suggest an offset of the 1953 five cent per hour general wage increase, received by the employees before that Board, against the paid holidays and health and welfare benefits it recommended. Therefore, the Board concludes here that there is no reason to offset part or all of the $3\frac{1}{2}$ cents per hour cost of paid holidays against the uniform wage increases to which the nonoperating employees are otherwise entitled.

The basic wage increases granted by the Carriers to the operating employees in the 1953 and 1955 wage movements have totalled 15.5 cents per hour (5 cents as of December 1953 and 10.5 cents as of October 1, 1955.) The 2 cents per hour cost of the 1954 health and welfare plan is the only equivalent wage increase received thus far by the nonoperating employees in the 1953 and 1955 wage movements. Recognition of the principle of uniformity of wage increases for all crafts of railroad employees requires that the difference of 13.5 cents per hour be considered an inequity presently faced by the nonoperating employees.

The two situations noted above that have given rise to wage inequities against the nonoperating employees total 16.5 cents per hour. The Board concludes that a wage increase "package" of 16.5 cents per hour is now necessary to place the nonoperating employees on an equal basis with other railroad employees insofar as the principle of uniform wage increases is concerned. If a wage increase of this sum is made available to these nonoperating employees their total across-the-board wage increases for the 1948-1955 period will be 55 cents per hour, i.e., exactly equal to the total across-the-board wage increases granted in the same 1948-1955 period to operating employees for whom 1955 wage agreements have been consummated (except for the 1955 skill differential for Engineers).

If a "package" wage increase of 16.5 cents per hour is granted to the nonoperating employees (in steps of 14.5 cents and 2 cents for reasons presented in Section IV of this report) the resulting average hourly wage level for the 73 classes of nonoperating employees (as of March 1, 1956) will probably fall somewhere between the average hourly wage level for all manufacturing workers and durable goods workers, closer to the latter than to the former. The Board does not mean to suggest that it would have concluded that the particular relationship that may thus result would have been the proper one for it to recommend in the absence of any 1948-1955 across-the-board wage pattern for railroad employees. But, the Board is of the opinion that the resulting wage rate relationship of nonoperating employees with those in outside industry, following the principle of uniform wage increases for all crafts of railroad employees as it has done here, is not an improper one under all of the facts and circumstances of this case. Furthermore, the Board concludes that the recommended increase is the largest which can be reasonably justified on the basis of any of such comparisons.

4. Ability to Pay and Retroactivity. The Board is in agreement with the Carriers' contention that "ability to pay" must be a consideration in the determination of the amount of any wage increase. This principle is especially important when any attempt is made to compare the earnings levels of railroad employees with those in outside industries. Importance then attaches to the extreme problems the railroads face from such directions as growing competition aided by public subsidy, inability to increase returns substantially through rising rates and fares, reducing volume of freight and passenger revenues as contrasted to the growing volume of transportation services used in this country, inadequacy of earnings for many (though not all) railroads, etc. But, the factor of ability-to-pay does not have the same significance in a recommendation of a wage increase based on an intra-industry uniform wage increase principle as it would in a recommendation based upon an inter-industry wage comparison.

The Board has been apprised of no precedent wherein any craft in the railroad industry has been deprived of an across-the-board wage increase, granted other crafts, on the grounds that the railroads did not possess ability-to-pay to a sufficient degree to make uniform such a wage increase. However, the record does indicate certain situations in which wage increases have been delayed for particular crafts, and it is highly probable that the Carriers' ability-to-pay the prevailing wage increase to such craft or crafts (particularly on a retroactive basis) was sufficiently in question to dictate such delays.

In the present case the Board is persuaded that there is no real question of the Carriers' ability-to-pay a $16\frac{1}{2}$ cents per hour "package" increase to the nonoperating employees in the amount of $14\frac{1}{2}$ cents per hour as of December 1, 1955 and 2 cents per hour as of March 1, 1956. But, the Board does feel that on the basis of the record there is a question of the Carriers' ability-to-pay the complete wage increase effective retroactively to the September 1, 1955 date requested by the Organizations or the October 1, 1955 date on which the 1955 wage increases of a large number of operating employees have been made effective. The Board's determination to recommend no retroactivity of the 1955 wage increase for nonoperating employees prior to December 1, 1955 is based on its conclusion that the Carriers do not possess the ability-to-pay such a wage increase retroactively to any earlier date. Moreover, the Board's recommendation in this regard is not inconsistent with the prior practices of the parties in selecting effective dates for wage increases.

5. Special Considerations Applicable to Dining Car Employees. The employees represented by the Hotel and Restaurant Employees and Bartenders International Union, one of the Organizations involved in the wage issue, received the 5 cents per hour wage increase generally effective in December 1953. As a consequence that 1953 wage increase to other crafts did not create any inequity as to such employees. Therefore, the recommended "package" wage increase of $16\frac{1}{2}$ cents per hour must be reduced by 3 cents per hour for such employees, i.e., the extent of the inequity found to exist against the nonoperating employees by virtue of the December 1953 wage increase. Since these employees have subsequently requested a Carrier-financed health and welfare plan, 4 cents of the $13\frac{1}{2}$ cents per hour here recommended for these employees must be applied to the payment of the cost of any such plan to preserve the principle of uniformity of wage increases.

IV. HEALTH AND WELFARE ISSUE

A. HISTORY OF THE DISPUTE

On May 22, 1953 fifteen nonoperating railway labor organizations served upon most railroads of the nation a proposal for negotiation of a comprehensive health and welfare plan for employees and their families to be financed by the carriers, and other fringe benefits. The Carriers contended that such matter and others then proposed were not negotiable subjects under the Railway Labor Act, as amended, and initiated a proceeding in the courts seeking an adjudication that such matters were not subject to negotiation under the act.

Meanwhile the dispute progressed and Emergency Board No. 106 was established pursuant to the Act to investigate the same and report thereon. That Board recommended, among other things, that a limited liability, jointly contributory health and welfare plan should be established. The parties entered into an Agreement dated August 21, 1954 covering the several matters considered by that Board. That Agreement provided in part as follows:

"ARTICLE III - HEALTH AND WELFARE BENEFITS

"The Health and Welfare Proposal will be disposed of in conformity with the terms of the Memorandum dated at Chicago, Illinois, August 21, 1954."

It also provided that it would remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

The Memorandum referred to reads as follows:

"M E M O R A N D U M

"The Health and Welfare proposal of the organizations parties hereto served upon the carriers on or about May 22, 1953, upon which recommendations were made by Emergency Board No. 106 in its report dated May 15, 1954, will be disposed of in conformity with the following principles:

1 - (a) The committees will meet with representatives of the insurance companies for the purpose of agreeing upon all of the details essential to the making of a complete agreement and master contract. This includes an understanding with the insurance companies which will bind them to provide uniform benefits at uniform cost on all of the carriers parties to this agreement.

(b) The committees will jointly designate the insurance companies parties to the understanding reached under sub-section (a).

(c) The individual carriers will select one or more insurance companies from those referred to in subsections (a) and (b) hereof for the purpose of making effective the contract referred to in sub-section (a).

2 - There will be uniform benefits and uniform contributions.

3 - All employees subject to this agreement after having been employed a sufficient length of time to become eligible to participate in the Health and Welfare benefits, herein referred to, will be required by payroll deduction to contribute the amount stipulated in Paragraph 4 hereof.

4 - Each participating employee will contribute $3.40 a month and the carrier will match this contribution.

5 - Contributions collected from the employees and paid by the carrier will be remitted, to the insurance company or companies selected, in the manner provided in the master contract.

6 - The committees representing the parties will work out all details as may be necessary to provide a complete agreement.

7 - A committee representing the railroad companies and a committee representing the organizations parties hereto will meet with representatives of the insurance companies after the end of each actuarial year for the purpose of making financial adjustments of dividend accruals so as to assure the continuation of uniform benefits and uniform contributions.

8 - These principles do not apply on properties where hospital associations are in existence. On these properties the carrier will assume 50 per cent of the hospital dues required to be paid by the employees who are represented by the organizations parties hereto not to exceed $3.40 per month per employee, subject to future review of prevailing conditions by representatives of the parties.

9 - As a matter entirely disassociated from any agreement that might be reached, the committees agree to discuss the comment of the Emergency Board appearing at Pages 44 and 45 of its report which reads:

"The above recommendations are not meant to suggest that arrangements would be inappropriate whereby in conjunction with the benefits proposed employees might purchase at their own expense similar types of benefits for their dependents and the Board feels that such arrangements would be desirable and appropriate."

10 - The committees referred to in Paragraph 6 shall be named by the parties immediately upon the execution of this memorandum.

The committees referred to in this memorandum will meet within ten days from the date of this agreement and proceed with the duties set forth herein.

"Note: Insurance companies referred to hereinabove may include Blue Cross, Blue Shield.

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954"

Pursuant thereto, on January 18, 1955, the parties entered into a policy contract with the Travelers Insurance Company. That policy contract provided for the deduction of the monthly contributions of the employee from his wages and remittance by each Carrier to the insurance company of both employee and Carrier contributions, as well as the benefits accorded and other material matters. It also provided, Section 9 (a):

"The policy contract shall become effective at 12:01 a.m., Eastern Standard Time, on the date of its execution and shall remain in full force and effect subject to the provisions of Section 8 of this Article, until the expiration of one year beginning with the first day of the second full month following the execution of the policy contract."

On April 2, 1955 the Organizations designated in List D of Appendix A gave notice to the Carriers designated in List C of Appendix A of their desire to amend the Agreement of August 21, 1954, effective May 2, 1955 as follows:

"Amend paragraphs 3, 4 and 5 of the Memorandum attached to said Agreement to read as follows:

'3 - All employees subject to this agreement after having been employed a sufficient length of time to become eligible to participate in the health and welfare benefits, herein referred to, will be considered participating employees referred to in paragraph 4 hereof.
'4 - The carrier will contribute $6.80 a month for each participating employee.
'5 - Contributions paid by the carrier will be remitted to the insurance company in the manner provided in the master contract.'

"Amend paragraph 8 of said Memorandum by substituting '100 per cent' for '50 per cent' and by substituting '6.80' for '$3.40'."

B. POSITION OF THE ORGANIZATION - HEALTH AND WELFARE ISSUE

The Organizations contend that comprehensive compilations of information regarding health and welfare plans are usually two or three years in arrears of current developments; that the information before Emergency Board No. 106 was already obsolete; that the employees were even then entitled to such a plan paid for by the carriers unless they were to be denied working conditions becoming increasingly prevalent throughout the rest of industry; that the trend to employer paid health and welfare plans was increasingly apparent at the time of the L&N Railroad arbitration in May of 1955 and the arbitrator awarded a plan identical to that here involved with all costs paid by the Carrier; and, that the later information now available shows a continuing trend toward employer paid plans and conversion of prior joint contribution plans to employer paid plans in American industry.

The Organizations further contend that the position of the Carriers on this issue is unsound; that the Carriers' contention, that this issue is not negotiable, defies rational analysis because they have negotiated the plan and in the current

negotiations they offered to assume the full payment as limited by the request; that their contention that the issue is not negotiable at this time is predicated upon the term of the insurance policy but the Agreement of August 21, 1954, settling the then pending issues, provides for modification in accordance with the procedures of the Railway Labor Act, which have been followed; that in any event the recent offer to pay the full cost, as requested, indicates there would be no problem in modifying the insurance policy and that offer shows the Carrier can hardly be serious in that contention; and, that their contentions relative to the necessity or desirability of employee participation are inapplicable because the proposal is for payment of a fixed amount.

C. POSITION OF THE CARRIERS - HEALTH AND WELFARE ISSUE

The Carriers contend that the health and welfare plan is not subject to reopening until March 1, 1956; that such plan was not established by the Agreement of August 21, 1954 disposing of other issues but by a separate Memorandum not incorporated into that Agreement; that such Memorandum was not executed pursuant to the provisions of the Railway Labor Act because it makes no reference thereto, and during the negotiations thereon the parties were engaged in litigation involving the question of bargainability of the health and welfare plan under that Act, which the Carriers then refused to dismiss; that such separate Memorandum was an agreement to make a contract with a statement of the principles binding the parties in their subsequent negotiations thereunder; that such Memorandum was fully performed by the execution of the contemplated contract, Group Policy Contract No. GA 23000, and was merged into and replaced thereby; and, that the specific term of that contract binds both parties until March 1, 1956.

The Carriers further contend that apart from that legal question the demand is without merit; that the adoption of an employer financed plan would secure for these employees nothing but an increase in that portion of their wages paid in the form of fringe benefits; that these employees already receive a greater measure of fringe benefits than do workers in other industries; that to convert this particular plan into a non-contributory plan would be detrimental to the best operation of the plan and contrary to the practices of other employers with plans similar to the railroad plan; and, that Emergency Board No. 106 and Emergency Board No. 113 both recommended that the health and welfare plan be contributory on the merits of the proposals.

D. FINDINGS OF THE BOARD - HEALTH AND WELFARE ISSUE

The group policy contract agreed upon by the parties in accordance with the provisions of the Memorandum of August 21, 1954 is a term contract which cannot be modified prior to March 1, 1956, except by agreement of all parties. The parties have executed other term contracts, for example the vacation agreement, and recognize the binding effect thereof under the provisions of the Railway Labor Act, as amended.

The Organizations appear to recognize that but contend that their request is not to modify that term contract but to modify the Agreement of August 21, 1954, which specifically permits modification in accordance with the provisions of the Railway Labor Act, and also to modify the Memorandum executed the same day which underlies the group policy contract.

The Agreement of August 21, 1954 contains all details of the modification of the Vacation Agreement, establishes paid holidays and all conditions relating thereto and specifies various rules changes agreed upon. With respect to health and welfare it does no such thing, but merely recites that the "Health and Welfare Proposal" will be disposed of in conformity with the terms of the Memorandum. The language of the Memorandum clearly shows the reason for such different treatment of the subject. It merely sets forth the principles which would govern the parties in the "making of a complete agreement and master contract." That contemplated complete agreement and master contract was agreed upon. It is Group Policy Contract No. GA 23000.

Thus, the effect of the April 2, 1955 request of the Organizations would be to change the provisions of a term contract prior to the date such may be done in accordance with the terms of that contract. The fact that the parties might modify the contract by agreement does not justify a recommendation granting a request for such modification by one of the parties alone.

In making that finding the Board has not overlooked the fact that paragraph 8 of the Memorandum is the only written agreement relating to Hospital Association railroads, but notes the subsequent verbal agreement to start their contributions at the same time as provided by the group policy contract and the disclaimer by the Organizations of any desire for disparate treatment of them.

Thus it is apparent that the Agreement of August 21, 1954 did not dispose of the health and welfare proposal nor establish its terms, but merely recited that such proposal would be disposed of in accordance with a memorandum of principles to guide the parties in making a complete agreement thereon. Hence the provision of that Agreement relating to modification of its terms in accordance with the procedures of the Railway Labor Act cannot be considered applicable to the terms of the health and welfare plan and we think it would be wholly inappropriate to disregard the ultimate term agreement effectuating the health and welfare plan in our recommendation upon the dispute arising from the notice of April 2, 1955.

However, there are two circumstances which make it proper to recommend that this issue be settled by agreement of the Carriers to assume payment of the present employee contribution on March 1, 1956. The Carriers offered a package settlement in this case consisting of a wage increase and assumption of the full health and welfare cost (up to $6.80 per month per employee), and the settlements made with operating groups of employees in 1955 included a four cent per hour wage increase in lieu of the full cost of a health and welfare plan comparable to that of these nonoperating employees. Equality of treatment among the several classes of railroad employees, which the Carriers assert is their policy, requires such a recommendation.

This recommendation may require changes in the group policy contract, which effectuated the health and welfare plan. Any such changes should be accomplished readily by the parties within the time interval involved.

V. RECOMMENDATIONS OF THE BOARD

The Board finds and recommends that the disputes herein considered should be resolved as follows:

A. WITH RESPECT TO THE GENERAL WAGE INCREASE ISSUE

That a general across-the-board wage increase of 14.5 cents per hour be made effective as of December 1, 1955 for employees represented by the Organizations designated in List B of Appendix A except those represented by the Hotel and Restaurant Employees and Bartenders International Union, and that for those employees a general across-the-board wage increase of 13.5 cents per hour be made effective as of December 1, 1955, except that if those employees pursue pending notices for Carrier-financed health and welfare benefits to agreement, 4 cents per hour of such increase shall be automatically converted for payment thereof.

B. WITH RESPECT TO THE HEALTH AND WELFARE ISSUE

That the Carriers assume and pay the full cost (up to $6.80 per month per employee) of the health and welfare plan effective March 1, 1956 for employees represented by the Organizations designated in List D of Appendix A.

Respectfully submitted,

/s/ Dudley E. Whiting
Dudley E. Whiting, Chairman

/s/ G. Allan Dash, Jr.
G. Allan Dash, Jr., Member

/s/ John Day Larkin
John Day Larkin, Member

APPENDIX A

EXECUTIVE ORDER

CREATING AN EMERGENCY BOARD TO INVESTIGATE DISPUTES BETWEEN THE ALBANY PORT DISTRICT RAILROAD AND OTHER CARRIERS AND CERTAIN OF THEIR EMPLOYEES

WHEREAS disputes exist between the Albany Port District Railroad and other carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, designed in list A attached hereto and made a part hereof, and certain of their employees represented by the cooperating (nonoperating) railway labor organizations, designed in list B attached hereto and made a part hereof, on the subject of certain wage demands made by the employees; and

WHEREAS disputes exist between the Albany Port District Railroad and other carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, designated in list C attached hereto and made a part hereof, and certain of their employees represented by the cooperating (non-operating) railway labor organizations designated in list D attached hereto and made a part hereof, on the subject of demands of the employes for changes in agreements covering health and welfare benefits; and

WHEREAS these disputes have not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS these disputes, in the judgment of the National Mediation Board, threaten substantially to interrupt interstate commerce to a degree such as to deprive 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 the said disputes. No member of the said board shall be pecuniarily or otherwise interested in any organization of employees or any carrier.

The board shall report its findings to the President with respect to the said dispute within thirty days from the date of this order.

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

THE WHITE HOUSE

November 7, 1955

LIST A

EASTERN REGION

Akron & Barberton Belt Railroad Company
Akron, Canton & Youngstown Railroad Company
Ann Arbor Railroad Company
Baltimore & Ohio Railroad Company
    B&O Chicago Terminal Railroad Co.
    Curtis Bay Railroad
    Dayton and Union Railroad
    Staten Island Rapid Transit Railway Co.
    Strouds Creek and Muddlety Railroad Co.
Bessemer & Lake Erie Railroad Company
Boston & Maine Railroad
Boston Terminal Corporation
Brooklyn Eastern District Terminal
Bush Terminal Railroad Company
Canadian National Railways
    Canadian National Rys. - Lines In N. E.
    United States & Canada Railroad
    Champlain & St. Lawrence Railroad
    Canadian National Rys. - State of N. Y.
    St. Clair Tunnel Company
Canadian Pacific Railway Company
Central Railroad Company of New Jersey
    New York and Long Branch Railroad Co.
Central Vermont Railway, Inc.
Chicago, Indianapolis & Louisville Ry. Co.
Chicago Union Station Company
Cincinnati Union Terminal Company
Dayton Union Railway Company
Delaware & Hudson Railroad Corporation
Delaware, Lackawanna & Western Railroad Co.
Detroit & Toledo Shore Line Railroad Co.
Detroit Terminal Railroad Company
Detroit, Toledo & Ironton Railroad Company
Erie Railroad Company
Grand Trunk Western Railroad Company
Indianapolis Union Railway Company
Lake Terminal Railroad Company
Lehigh and New England Railroad Company
Lehigh Valley Railroad Company
Long Island Railroad Company
Maine Central Railroad Company
    Portland Terminal Company
Monongahela Connecting Railroad Company
Monongahela Railway Company
Montour Railroad Company
Newburgh & South Shore Railway Company
New York Central System
    New York Central Railroad - Full Line
    New York Central Railroad - Buffalo & East Buffalo Stock Yards
        Grand Central Terminal

EASTERN REGION -- (Continued)

New York Central Railroad - West of Buffalo
Michigan Central Railroad
Cleveland, Cincinnati, Chicago & St. Louis Ry.
Peoria & Eastern Railway
Louisville & Jeffersonville Bridge & R.R. Co.
Boston & Albany Railroad
Indiana Harbor Belt Railroad
Chicago River & Indiana Railroad
Chicago Junction Railway
Pittsburgh & Lake Erie Railroad
Lake Erie & Eastern Railroad
Cleveland Union Terminals Company
Troy Union Railroad Company
New York, Chicago & St. Louis Railroad Company
New York Dock Railway
New York, New Haven & Hartford Railroad Company
New York, Susquehanna & Western Railroad Company
Pennsylvania Railroad Company
Baltimore & Eastern Railroad Company
Pittsburgh & West Virginia Railway Company
Pittsburgh, Chartiers & Youghiogheny Ry. Co.
Railroad Perishable Inspection Agency
Reading Company
Philadelphia Reading & Pottsville Telegraph Co.
River Terminal Railway Company
Toledo Terminal Railway Company
Union Depot Company (Columbus, Ohio)
Union Freight Railroad Company (Boston)
Union Inland Freight Station
Union Railroad Company (Pittsburgh)
Washington Terminal Company
Western Allegheny Railroad Company
Youngstown & Northern Railroad Company

LIST A

WESTERN REGION

Alton and Southern Railroad
Atchison, Topeka and Santa Fe Ry.
Gulf, Colorado and Santa Fe Ry.
Panhandle and Santa Fe Ry.
Belt Railway Company of Chicago
Camas Prairie Railroad
Chicago & Eastern Illinois Railroad
Chicago & Illinois Midland Railway
Chicago & North Western Railway
Chicago & Western Indiana Railroad
Chicago, Burlington & Quincy Railroad
Chicago Great Western Railway
Chicago, Milwaukee, St. Paul & Pacific Railroad
Chicago, Rock Island & Pacific Railroad
Joint Texas Div. - CRI&P RR-FtW&D Ry.

Chicago, St. Paul, Minneapolis and Omaha Ry.
Colorado and Southern Ry.
Colorado & Wyoming Railway
Denver and Rio Grande Western Railroad
Denver Union Terminal Railway
Des Moines Union Railway
Duluth, Missabe and Iron Range Railway
Duluth, South Shore and Atlantic Railroad
Duluth Union Depot and Transfer Co.
Duluth, Winnipeg & Pacific Ry.
Elgin, Joliet & Eastern Ry.
El Paso Union Passenger Depot Co.
Fort Worth and Denver Ry.
Galveston, Houston and Henderson RR.
Great Northern Railway
Green Bay and Western Railroad
    Kewaunee, Green Bay and Western Railroad
Gulf Coast Lines
    Asherton & Gulf Ry.
    Asphalt Belt Ry.
    Beaumont, Sour Lake & Western Ry.
    Houston & Brazos Valley Ry.
    Houston North Shore Ry.
    Iberia, St. Mary and Eastern RR.
    New Iberia & Northern RR.
    New Orleans, Texas & Mexico Ry.
    Orange & Northwestern RR.
    Rio Grande City Ry.
    St. Louis, Brownsville & Mexico Ry.
    San Antonio Southern Ry.
    San Antonio, Uvalde & Gulf RR.
    San Benito & Rio Grande Valley Ry.
    Sugar Land Railway
Houston Belt & Terminal Ry.
Illinois Central Railroad
Illinois Terminal Railroad
International-Great Northern Railroad
Kansas City Southern Railway
    Arkansas Western Railway
    Fort Smith and Van Buren Railway
    Kansas City, Shreveport Gulf Terminal Co.
    Joplin Union Depot
Kansas City Terminal Railway
Los Angeles Junction Railway
Litchfield and Madison Railway
Louisiana & Arkansas Railway
Manufacturers Railway
Midland Valley Railroad
    Kansas, Oklahoma & Gulf Railway
    Oklahoma City-Ada-Atoka Railway
Minneapolis & St. Louis Railway
    Railway Transfer Co. of the City of Minneapolis
Minneapolis, St. Paul & Sault Ste. Marie Railroad
Minnesota Transfer Railway

Missouri-Kansas-Texas Railroad
    Missouri-Kansas-Texas RR. of Texas
    Beaver, Meade and Englewood RR.
Missouri Pacific Railroad
    Missouri-Illinois Railroad
Northern Pacific Railway
Northern Pacific Terminal Co. of Oregon
Northwestern Pacific Railroad
Ogden Union Railway and Depot Co.
Oregon, California and Eastern Ry.
Peoria and Pekin Union Railway
Port Terminal Railroad Association
Pueblo Joint Interchange Bureau
St. Joseph Terminal Railroad
St. Louis-San Francisco Railway
    St. Louis, San Francisco and Texas Railway
St. Louis Southwestern Railway
    St. Louis Southwestern Ry. Co. of Texas
St. Paul Union Depot Co.
San Diego and Arizona Eastern Railway
Sioux City Terminal Railway
Southern Pacific Company (Pacific Lines)
Spokane, Portland and Seattle Railway
    Oregon Electric Railway
    Oregon Trunk Railway
Terminal Railroad Association of St. Louis
Texarkana Union Station Trust Co.
Texas and New Orleans Railroad
Texas and Pacific Railway
    Abilene & Southern Railway
    Fort Worth Belt Railway
    Texas New Mexico Railway
    Texas Short Line Railway
    Weatherford, Mineral Wells & North Western Ry.
Texas Mexican Railway
TP-MP Terminal Railroad of New Orleans
Toledo, Peoria & Western Railroad
Union Pacific Railroad
Union Railway (Memphis)
Union Terminal Co. (Dallas)
Wabash Railroad
Western Pacific Railroad
Western Weighing & Inspection Bureau

LIST A

SOUTHEASTERN REGION

Atlantic Coast Line Railroad Company
Atlanta & West Point
    Western Railway of Alabama
Atlanta Joint Terminals
Augusta Union Station
Birmingham Southern Railroad Company
Central of Georgia Railway Company

SOUTHEASTERN REGION -- (Continued)

Charleston & Western Carolina Railway Co.
Chesapeake & Ohio Railway Company
Clinchfield Railroad Company
Florida East Coast Railway Company
Georgia Railroad
Gulf, Mobile & Ohio Railroad Company
Jacksonville Terminal Company
Kentucky & Indiana Terminal Railroad
Louisville & Nashville Railroad
Nashville, Chattanooga & St. Louis Railway
Norfolk Southern Railway Company
Norfolk & Portsmouth Belt Line Railroad Co.
Norfolk & Western Railway Company
Richmond, Fredericksburg & Potomac Railroad Co.
    Richmond Terminal Railway Co.
    Potomac Yard
Seaboard Air Line
Southern Railway
    Alabama Great Southern Railway Company
    Cincinnati, New Orleans & Texas Pacific Ry.
    Georgia Southern & Florida Railway
    Harriman & Northeastern Railroad Co.
    New Orleans & Northeastern Railroad Co.
    New Orleans Terminal Company
    St. Johns River Terminal
Tennessee Central Railway Company
Virginian Railway Company

LIST B

1955 WAGE MOVEMENT - COOPERATING RAILWAY LABOR ORGANIZATIONS

International Association of Machinists
International Brotherhood of Boilermakers, Iron Ship
    Builders, Blacksmiths, Forgers and Helpers
Sheet Metal Workers' International Association
International Brotherhood of Electrical Workers
Brotherhood of Railway Carmen of America
International Brotherhood of Firemen, Oilers, Helpers,
    Roundhouse and Railway Shop Laborers
Brotherhood of Railway and Steamship Clerks, Freight
    Handlers, Express and Station Employes
Brotherhood of Maintenance of Way Employes
The Order of Railroad Telegraphers
Brotherhood of Railroad Signalmen of America
Hotel and Restaurant Employes and Bartenders International Union

LIST C

EASTERN REGION

Albany Port District Railroad Company
Akron & Barberton Belt Railroad Company
Akron, Canton & Youngstown Railroad Co.
Akron Union Passenger Depot Company

Ann Arbor Lake Michigan Car Ferries
Ann Arbor Railroad Company
Aroostook Valley Railroad Company
Baltimore & Ohio Railroad Company:
    Baltimore & Ohio Chicago Terminal R.R. Co.
    Baltimore & Ohio - N. Y. Terminal Region
    Curtis Bay Railroad
    Dayton & Union Railroad
    Staten Island Rapid Transit Railway Co.
    Strouds Creek & Muddlety Railroad
Bangor & Aroostook Railroad Company
Bessemer & Lake Erie Railroad Company
Boston & Maine Railroad Company
Boston Terminal Company
Brooklyn Eastern District Terminal
Buffalo Creek Railroad
Bush Terminal Railroad Company
Canadian National Railways:
    Canadian National - State of New York
    Canadian National - Lines in New England
    Champlain & St. Lawrence Railroad
    St. Clair Tunnel Company
    United States & Canada Railroad
Canadian Pacific Railways in the United States
Canton Railroad Company
Central Indiana Railway Company
Central Railroad Company of New Jersey:
    New York & Long Branch Railroad
    Wharton & Northern Railroad
Central Vermont Railway, Inc.
Cherry Tree & Dixonville Railroad
Chicago, Indianapolis & Louisville Railway
Chicago Short Line Railway Company
Chicago, South Shore & South Bend Railroad
Chicago Union Station Company
Cincinnati Union Terminal Company
Dayton Union Railway Company
Delaware & Hudson Railroad Corporation
Delaware, Lackawanna & Western Railroad Co.
Detroit & Mackinac Railway Company
Detroit & Toledo Shore Line Railroad Company
Detroit Terminal Railroad Company
Detroit, Toledo & Ironton Railroad Company
East St. Louis Junction Railway
Erie Railroad Company
Grand Trunk Western Railroad Company
Greenwich & Johnsonville Railway Company
Harrisburg Warehouse Company
Hoboken Shore Railroad Company
Hudson & Manhattan Railroad Company
Indianapolis Union Railway Company
Ironton Railroad Company
Lake Front Dock & Railroad Terminal Company
Lehigh & Hudson River Railroad Company

Lehigh & New England Railroad Company
Lehigh Valley Railroad Company
Long Island Railroad Company
Maine Central Railroad Company:
    Portland Terminal Company
Manistee & Northeastern Railway Company
Maryland & Pennsylvania Railroad Company
Merchants Despatch Transportation Corp.
Monongahela Railway Company
Montour Railroad Company
Mystic Terminal Company
New Jersey, Indiana & Illinois Railroad Co.
New Jersey & New York Railroad Company
New York Central System:
    New York Central Railroad
        Federal Valley Railroad
    New York Central Railroad-Buffalo & East
        Grand Central Terminal
        Buffalo Stock Yards
    New York Central Railroad - West of Buffalo
    Boston & Albany Railroad
        Railroad Crossing Police
    Cleveland Union Terminals Company
    Cleveland, Cincinnati, Chicago & St. Louis Ry.
        Peoria & Eastern Railway
        Louisville & Jeffersonville Bridge & R.R. Co.
    Chicago River & Indiana Railroad Co.
        Chicago Junction Railway
    Indiana Harbor Belt Railroad Company
    Michigan Central Railroad Company
    Pittsburgh & Lake Erie Railroad
        Lake Erie & Eastern Railroad
    Troy Union Railroad Company
New York Connecting Railroad Company
New York, Chicago & St. Louis Railroad Company:
    Wheeling & Lake Erie
New York Dock Railway
New York, New Haven & Hartford Railroad Company
New York, Susquehanna & Western Railroad Company
Pennsylvania Railroad Company:
    Baltimore & Eastern Railroad Company
    Pittsburgh Joint Stock Yards
Pennsylvania-Reading Seashore Lines
Philadelphia Belt Line Railroad
Pittsburgh, Allegheny & McKees Rocks
Pittsburgh & West Virginia Railway Company
Pittsburgh, Chartiers & Youghiogheny Railway Co.
Railroad Perishable Inspection Agency
Reading Company:
    Philadelphia, Reading & Pottsville Telegraph Co.
River Terminal Railway Company
Rutland Railway Corporation
St. Louis & Belleville Electric Railway Company
Toledo Terminal Railroad Company

EASTERN REGION -- (Continued)

Union Belt of Detroit
Union Depot Company of Columbus, Ohio
Union Freight Railroad Company (Boston)
Union Inland Freight Station (New York)
Union Railroad Company
Washington Terminal Company
Western Allegheny Railroad Company
Western Maryland Railway Company
Youngstown & Southern Railway Company

SOUTHEASTERN REGION

Alabama, Tennessee & Northern Railroad Company
Albany Passenger Terminal Company
Atlanta Terminal Company
Atlantic Coast Line Railroad Company
Birmingham Southern Railroad Company
Birmingham Terminal Company
Carolina & Northwestern Railway Company:
    Blue Ridge Railway
    Danville & Western Railway
    High Point, Randleman, Asheboro & Southern
    Yadkin Railroad Company
Central of Georgia Railway Company
Charleston & Western Carolina Railway Company
Chattanooga Station Company
Chattanooga Traction Company
Chesapeake & Ohio Railway Company (Chesapeake Dist.):
    Pere Marquette District
    Fort Street Union Depot
Columbia Union Station Company
Durham Union Station Company
Florida East Coast Railway Company
Frankfort and Cincinnati Railroad Company
Fruit Growers Express Company
Gulf, Mobile & Ohio Railroad Company
Interstate Railroad Company
Jacksonville Terminal Company
Kentucky & Indiana Terminal Railroad
Macon, Dublin & Savannah Railroad Company
Macon Terminal Company
Memphis Union Station Company
Meridan Terminal Company
Norfolk & Portsmouth Belt Line Railroad Co.
Norfolk & Western Railway Company
Norfolk Southern Railway Company
Norfolk Terminal Railway Company
Richmond, Fredericksburg & Potomac Railroad Co.:
    Potomac Yard
    Richmond Terminal Railway Company
Savannah Union Station Company
Seaboard Air Line Railway Company:
    Tampa Union Station

SOUTHEASTERN REGION -- (Continued)

Southeastern Demurrage & Storage Bureau
Southern Railway:
- Alabama Great Southern Railway Company
- Cincinnati, New Orleans & Texas Pacific Ry.
- Georgia Southern & Florida Railway
- Harriman & Northeastern Railroad Company
- New Orleans & Northeastern Railroad
- New Orleans Terminal Company
- St. Johns River Terminal Company
- State University Railroad Company
- Woodstock & Blockton Railway Company

Tennessee Central Railway Company
Valdosta Southern Railroad Company
Virginian Railway Company
Winston-Salem Southbound Railway Company
Winston-Salem Terminal Company

WESTERN REGION

Alameda Belt Line
Alton & Southern Railroad
American Refrigerator Transit Company
Arkansas & Memphis Bridge & Terminal Company
Ashley, Drew & Northern Railway
Atchison, Topeka & Santa Fe Railway:
- Dining Car Department
- Gulf, Colorado & Santa Fe Railway
- Newton, Kansas Laundry Workers
- Oklahoma City Stock Yards Agency
- Panhandle & Santa Fe Railway
- Tie & Timber Treating Plant:
  - Somerville, Texas
  - Albuquerque, New Mexico

Atchison Union Depot & Railroad Company
Belt Railway Company of Chicago
Burlington Refrigerator Express
Butte, Anaconda & Pacific Railway
Camas, Prairie Railroad Company
Central California Traction Company
Chicago & Calumet River Railroad
Chicago & Eastern Illinois Railroad
Chicago & Illinois Midland Railway
Chicago & North Western Railway
Chicago & Western Indiana Railroad
Chicago Car Interchange & Inspection Bureau
Chicago, Burlington & Quincy Railroad
Chicago Great Western Railway Company
Chicago, Milwaukee, St. Paul & Pacific Railroad
Chicago, North Shore & Milwaukee Railway
Chicago Produce Terminal Company
Chicago Railroad Freight Collection Association
Chicago Railways Hotel Ticket Offices

WESTERN REGION -- (Continued)

Chicago, Rock Island & Pacific Railway:
    Peoria Terminal Company
Chicago, St. Paul, Minneapolis & Omaha Railway
Chicago, West Pullman & Southern
Colorado & Southern Railway
Colorado & Wyoming Railway Company
Copper Range Company
Dallas Car Interchange & Inspection Bur.
Davenport, Rock Island & North Western Ry.
Denver & Rio Grande Western Railroad
Denver Joint Car Interchange & Inspection Bur.
Denver Union Stock Yards Company
Denver Union Terminal Railway
Des Moines Union Railway
Duluth & Superior Bridge Company
Duluth Union Depot & Transfer Company
Duluth, Winnipeg & Pacific Railway
East Portland Freight Terminal
Eldorado & Wesson Railway Company
Elgin, Joliet & Eastern Railway
El Paso Union Passenger Depot
Escanaba & Lake Superior Railroad
Fort Dodge, Des Moines & Southern Railway Co.
Fort Worth & Denver Railway Company
Galveston, Houston & Henderson Railroad Company
Galveston Wharves
Great Northern Railway
Green Bay & Western Railroad:
    Kewaunee, Green Bay & Western Railroad Co.
Gulf Coast Lines:
    Asherton & Gulf Railway
    Asphalt Belt Railway
    Beaumont, Sour Lake & Western
    Houston & Brazos Valley
    Houston North Shore Railway
    Iberia, St. Mary & Eastern Railway
    New Iberia & Northern Railroad
    New Orleans, Texas & Mexico
    Orange & Northwestern Railroad
    Rio Grande City Railway
    St. Louis, Brownsville & Mexico
    San Antonio Southern
    San Antonio, Uvalde & Gulf
    San Benito & Rio Grande Valley
    Sugar Land Railway
Harbor Belt Line (Los Angeles)
Houston Belt & Terminal Railway
Illinois Central Railroad Company:
    Chicago & Illinois Western Railroad
    Steamer Pelican
Illinois Northern Railway
Illinois Terminal Railroad Company
International Great Northern Railroad

WESTERN REGION -- (Continued)

Joint Agency, National Stock Yards, Illinois
Joint Railway Agency (South St. Paul)
Joint Texas Division of CRI&P and FW&D
Joliet Union Depot Company
Kansas City Southern Railway:
    Arkansas Western Railway
    Ft. Smith & Van Buren Railway
    Joplin Union Depot Company
Kansas City Terminal Railway
Keokuk Union Depot Company
King Street Passenger Station (Seattle)
Lake Superior & Ishpeming Railroad Co.
Lake Superior Terminal & Transfer Railway
LaSalle Street Station
Litchfield & Madison Railway Company
Longview, Portland & Northern
Los Angeles Junction Railway
Los Angeles Union Passenger Terminal
Louisiana & Arkansas Railway Company
Manistique & Lake Superior Railroad
Manufacturer's Railway
McCloud River Railroad
Midland Continental Railroad
Midland Valley Railroad:
    Kansas, Oklahoma & Gulf Railway
    Kansas, Oklahoma & Gulf of Texas
Oklahoma City-Ada-Atoka Railway
Milwaukee-Kansas City Southern Joint Agency
Minneapolis & St. Louis Railway:
    Railway Transfer Co. City of Minneapolis
Minneapolis, Northfield & Southern:
    Electric Short Line
Minneapolis, St. Paul & Sault Ste. Marie R.R. Co.:
    Duluth, South Shore & Atlantic Railway
Minnesota Transfer Railway
Minnesota Western Railway Company
Missouri & Illinois Bridge & Belt Railroad Co.
Missouri-Kansas-Texas Railroad Company:
    Beaver, Meade & Englewood
    Missouri-Kansas-Texas Railroad Co. of Texas
Missouri Pacific Railroad:
    Missouri-Illinois Railroad
    Sedalia Reclamation Plant
Missouri Produce Yards (Kansas City, Mo.)
Modesto & Empire Traction Company
Montana Western Railway Company
Mount Hood Railway Company
Municipal Bridge of Saint Louis
Natchez & Southern Railway
Northeast Oklahoma Railroad Company
Northern Pacific Railway
Northern Pacific Terminal Company of Oregon
Northern Refrigerator Line, Inc.
North Pacific Coast Freight Bureau

WESTERN REGION -- (Continued)

Northwestern Pacific Railroad
Oakland Terminal Railway Company
Ogden Union Railway & Depot Company
Oregon, California & Eastern Railway
Pacific Car Demurrage Bureau
Pacific Coast Railroad Company
Pacific Electric Railway
Pacific Fruit Express Company
Paducah & Illinois Railroad Company
Peoria & Pekin Union Railway
Port Terminal Railroad Association (Houston)
Pueblo Joint Interchange
Pueblo Union Depot & Railroad Company
Pullman Company
Quanah, Acme & Pacific
Roscoe, Snyder & Pacific Railway Company
St. Joseph Terminal Railroad Company
St. Joseph Union Depot Company
Sacramento Northern Railway
St. Louis-San Francisco Railway Co.:
    St. Louis, San Francisco & Texas Railway Co.
St. Louis Southwestern Railway:
    St. Louis Southwestern Railway Co. of Texas
St. Paul Union Depot Company
Salt Lake City Union Depot & Railroad
Salt Lake Union Stock Yards
San Antonio Joint Car Interchange Association
San Diego & Arizona Eastern Railway
Sand Springs Railway Company
Sioux City Terminal Railway
Southern Pacific Company (Pacific Lines)
South Omaha Terminal Railway
Spokane International Railway
Spokane, Portland & Seattle Railway:
    Oregon Electric Railway
    Oregon Trunk Railway
Stock Yards District Agency (Chicago)
Sun Valley Operations
Superintendents' Association - St. Louis -
    E. St. Louis (Term. Dist.)
Terminal Railroad Association of St. Louis
Texarkana Union Station Trust
Texas & New Orleans Railroad
Texas & Pacific Railway:
    Abilene & Southern Railway
    Fort Worth Belt Railway
    Texas-New Mexico Railway
    Texas Short Line Railway
    Weatherford, Mineral Wells & Northwestern Ry.
Texas City Terminal Railway Company
Texas Mexican Railway Company
Texas Pacific-Missouri Pacific Term. RR of New Orleans
Tidewater Southern Railway Company
Toledo, Peoria & Western Railroad

WESTERN REGION -- (Continued)

Trans-Continental Freight Bureau
Tulsa Union Depot Company
Union Pacific Railroad Company
Union Passenger Depot Company (Galveston)
Union Railway Company (Memphis)
Union Terminal Company (Dallas)
Union Terminal Railway Co. (St. Joseph, Mo.):
    St. Joseph Belt Railway Company
Utah Railway (D. & R. G. W.)
Wabash Railroad Company
Walla Walla Valley Railway Company
Western Fruit Express Company
Western Pacific Railroad
Western Weighing & Inspection Bureau
Wichita Terminal Association
Wichita Union Terminal Railway
Yakima Valley Transportation Company

LIST D

1955 HEALTH AND WELFARE MOVEMENT - COOPERATING RAILWAY LABOR ORGANIZATIONS

International Association of Machinists
International Brotherhood of Boilermakers, Iron Ship Builders,
    Blacksmiths, Forgers and Helpers
Sheet Metal Workers' International Association
International Brotherhood of Electrical Workers
Brotherhood Railway Carmen of America
International Brotherhood of Firemen, Oilers, Helpers,
    Roundhouse and Railway Shop Laborers
Brotherhood of Railway and Steamship Clerks, Freight Handlers,
    Express and Station Employes
Brotherhood of Maintenance of Way Employes
The Order of Railroad Telegraphers
Brotherhood of Railroad Signalmen of America
National Marine Engineers' Beneficial Association
International Longshoremen's Association

APPENDIX B

Appearences For The Carriers

Eastern Carriers' Conference Committee:

F. J. Coebel, (Chairman), Vice President-Personnel, Baltimore & Ohio Railroad.
E. P. Gangewere, Vice President, Operation & Maintenance, Reading Company.
L. W. Horning, Vice President-Personnel, New York Central System.
H. E. Jones, Chairman, Executive Committee, Bureau of Information of the Eastern Railways
C. W. Knight, Director of Labor Relations, Pennsylvania Railroad System.
R. W. Pickard, Manager-Labor Relations, New York, New Haven & Hartford Railroad.
G. C. White, Assistant Vice President, Erie Railroad Company.

Western Carriers' Conference Committee:

D. P. Loomis, (Chairman), Chairman, The Association of Western Railways.
C. M. Buckley, Assistant to Vice President, Southern Pacific Company.
L. D. Comer, Assistant to Vice President, The Atchison, Topeka and Santa Fe Railway.
E. J. Connors, Vice President, Union Pacific Railroad.
E. H. Hallmann, Director of Personnel, Illinois Central Railroad.
J. E. Wolfe, Assistant Vice President, Chicago, Burlington & Quincy Railroad.
R. F. Welsh, Executive Secretary, The Association of Western Railways.

Southeastern Carriers' Conference Committee:

Fred A. Burroughs (Chairman), Assistant Vice President, Southern Railway.
W. S. Baker, Assistant Vice President, Atlantic Coast Line Railroad.
B. B. Bryant, Assistant Vice President, Chesapeake & Ohio Railway.
F. K. Day, Jr., Assistant General Manager, Norfolk & Western Railway.
W. S. Scholl, Director of Personnel, Louisville & Nashville Railroad.
C. A. McRee, Assistant Vice President, Seaboard Air Line Railroad.
A. J. Bier, Manager, Bureau of Information of the Southeastern Railways.

Counsel for the Carriers:

R. L. Davis, Jr., Vice President and General Counsel, The Delaware, Lackawanna and Western Railroad Company.
Burton Mason, General Attorney, Southern Pacific Company.
Talbot A. Steel, Contract Counsel, Gulf, Mobile and Ohio Railroad.
James R. Bliss, John C. Walker, Frederic W. Hickman and Howard Neitzert, Sidley, Austin, Burgess & Smith, Chicago

Appearances For the Employees

Lester P. Schoene, General Counsel; Eli L. Cliver, Economic Advisor, and W. M. Homer, Assistant Economic Advisor.

Employees' National Conference Committee -
Cooperating Railway Labor Organizations
G. E. Leighty, Chairman.

Railway Employees' Department, A. F. of L.
Michael Fox, President.
George Cucich, Research Director.

International Association of Machinists:
Earl Melton, General Vice President.
Joseph Besch, Grand Lodge Representative

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers:
W. A. Calvin, International President.
Charles E. Goodlin, International Representative, (Boilermakers).
Edward H. Wolfe, International Vice President, Blacksmiths-Railroad Division.

Sheet Metal Workers' International Association:
C. D. Bruns, General Vice President.
Leo C. Dunmeyer, International Representative.

International Brotherhood of Electrical Workers:
J. J. Duffy, International Vice President.
Thomas Ramsey, International Representative.

Brotherhood Railway Carmen of America:
A. J. Bernhardt, General President.
Chas. W. Burchfield, Assistant General President.
George O'Brien, General Vice President.

International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers:
Anthony Matz, President.
George Wright, Vice President.

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:
George M. Harrison, Grand President.
Earl Kinley, Grand Vice President.

Brotherhood of Maintenance of Way Employees:
T. C. Carroll, President.
H. C. Crotty, Assistant to President.
Frank L. Noakes, Director of Research.

The Order of Railroad Telegraphers:
G. E. Leighty, President.
Ray J. Westfall, Director of Research.

Brotherhood of Railroad Signalmen of America:
Jesse Clark, President.
E. J. Burman, Grand Lodge Representative.

National Marine Engineers' Beneficial Association:
H. L. Daggett, National President.

International Longshoremen's Association:
Eugene Murphy, International Representative.

Hotel and Restaurant Employees and Bartenders International Union:
Edward Miller, General President.
R. W. Smith, General Vice President.

APPENDIX C

NATIONAL MEDIATION BOARD
Washington 25, D.C.

December 8, 1955

EMERGENCY BOARD NO. 114

Mr. Dudley E. Whiting, Chairman
Emergency Board No. 114.

Mr. G. Allan Dash, Jr., Member
Emergency Board No. 114

Mr. John Day Larkin, Member
Emergency Board No. 114

Room 51, 10th Floor, Masonic Temple Bldg.,
32 West Randolph Street,
Chicago, Illinois

Mr. F. J. Goebel, Chairman,
Eastern Carriers Conference Committee,
Room 474, Union Station Bldg.,
Chicago, Illinois

Mr. D. P. Loomis, Chairman,
Western Carriers Conference Committee,
Room 474, Union Station Building,
Chicago, Illinois

Mr. Howard Neitzert, Attorney,
Sidley, Austin, Burgess & Smith,
11 South LaSalle Street,
Chicago 3, Illinois

Mr. F. A. Burroughs, Chairman,
Southeastern Carriers Conference Committee,
Room 474, Union Station Building,
Chicago, Illinois

Mr. G. E. Leighty, Chairman,
Employes National Conference Committee,
Cooperating Railway Labor Organizations,
c/o Hamilton Hotel,
Washington, D. C.

Mr. Lester P. Schoene, Counsel
Employes National Conference Committee
Coop. Railway Labor Organizations,
Masonic Temple Building
32 West Randolph St.,
Chicago, Illinois

Gentlemen:

Reference is made to your stipulation requesting that an extension of time be granted to Emergency Board No. 114, Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and their employees represented by the Employes' National Conference Committee, Cooperating Railway Labor Organizations respectively, to permit the filing of the report and recommendations of the Emergency Board not later than December 12, 1955.

We are enclosing copy of letter addressed to the President dated December 5, 1955, requesting the desired extension of time and the said extension was approved on December 5, 1955.

Very truly yours,

Enclosure.

/s/ E. C. Thompson, Secretary
E. C. Thompson, Secretary
National Mediation Board

APPENDIX C (Cont.)

NATIONAL MEDIATION BOARD
Washington 25, D.C.

December 5, 1955

EMERGENCY BOARD NO. 114

The President,

The White House.

Dear Mr. President:

Reference is made to your executive order No. 10643, dated November 7, 1955, creating an Emergency Board under provisions of Section 10, of the Railway Labor Act, as amended, to investigate the disputes between the Albany Port District Railroad and other carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and certain of their employees represented by the Employes' National Conference Committee, Cooperating Railway Labor Organizations.

Under the terms of this executive order, the thirty-day period provided in Section 10 of the Railway Labor Act, as amended, for the Emergency Board to render its report expires on December 7, 1955. The members of the Emergency Board have advised that due to the protracted hearings, it does not appear possible for them to submit their report by that date. The parties have signed a stipulation requesting that an extension of time be granted to permit this Emergency Board to report not later than and including December 12, 1955.

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 December 12, 1955.

Respectfully,

Leverett Edwards
Chairman
National Mediation Board

Approved: December 5, 1955

By direction of the President

(Signed: Gerald D. Morgan
Special Counsel to the President)