

NATIONAL RAILROAD ADJUSTMENT BOARD

FIRST DIVISION

39 South La Salle Street, Chicago 3, Illinois

With Referee Mart J. O'Malley

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

THE LONG ISLAND RAIL ROAD COMPANY

STATEMENT OF CLAIM: "Case No. T-86—Claim of the following Trainmen for payment under Rule 4-E-3 (a) for deadheading between Jamaica and terminal in the electrified territory other than Flatbush Avenue or New York, to cover a vacancy, or after having filled a vacancy in passenger service on other than the first or last day of such vacancy: H. J. Carter March 6, 7, 14, April 26, 28, May 3, 5; J. A. Keegan April 18, 19, 21, 22, 23, 24, 25; T. T. Kohler April 26; J. A. Keegan April 5, May 6, 7, 8, 15, 20, 22, 26; W. F. Sax May 12, 13, 14, 15, 26, June 4, 5, 6; W. B. Culick June 5, 6, 7, 9, 10, 11, 12, 14; F. H. Faye June 3, 4, 5, 6, 7, May 20, 27, 24, 21, June 2; W. S. Pinna May 26, 27, 28, 29, 31, June 2, 4, 5, 6, 7, 10, 11, 12, 13, 1947."

JOINT STATEMENT OF FACTS: The Claimants on the dates involved were assigned to the extra list of passenger trainmen with headquarters at Jamaica, which list covers all vacancies and extra work in passenger service. The terminals listed below are included within the electrified territory as referred to in Rule 4-E-3 (a) and the mileage shown opposite is the distance from Jamaica to each such terminal:

	Miles
Jamaica to Queens Village	3.9
Jamaica to Floral Park	5.6
Jamaica to Freeport	13
Jamaica to Babylon	27.6
Jamaica to Port Washington	21
Jamaica to Great Neck	16.8
Jamaica to East Williston	10.5
Jamaica to Hempstead	10.5
Jamaica to Valley Stream	6.4
Jamaica to Far Rockaway	11.7
Jamaica to Rockaway Beach	11
Jamaica to Long Beach	13.4
Jamaica to West Hempstead	11.2

On the dates listed in the subject matter quoted above, the Claimants were required to deadhead from Jamaica to a terminal other than Flatbush Avenue or New York in the electrified territory, to cover vacancies in Passenger service, and upon completion of such work returned deadhead to Jamaica. This deadheading was performed on other than the first or last day of the vacancies in question. Their claims for deadhead payment on this account were denied.

Rule 5-J-1 reads as follows:

"5-J-1. Extra trainmen sent away from their home terminals to outlying points will not remain there longer than one week at a time, unless the business requires it. This time limit may be reduced if mutually agreeable to the division officers and committee. Deadhead pay will be allowed only to the first trainman for the going trip and to the last trainman for the returning trip."

During the period November 1, 1946, the effective date of the applicable Agreement, until March 1, 1947, extra trainmen deadheading in electrified territory were allowed payment for such deadheading each day they were assigned. However, effective as of the latter date, claims for such deadheading were denied under the provisions of Rule 5-J-1 and deadhead pay allowed only to extra trainmen covering the first or last day of such vacancies.

POSITION OF EMPLOYES: As set forth in the statement of facts, the payment of one-half miles was paid daily from November 1, 1946, to March 1, 1947. This manner of payment is in accordance with Rule 4-E-3 (a) of District 50 U.M.W. Agreement of November 1, 1946.

This is affirmed in letter of July 5, 1947, from the Chairman of District 50, Mr. J. E. Kelton, as to the interpretation and intention of Rule 4-E-3 (a):

"Mr. G. F. D. James, Local Chairman
Brotherhood of Railroad Trainmen
38-05 65th Street
Woodside, N. Y.

July 5, 1947

Dear Sir:

In answer to yours of June 30th, please be advised that the Committee representing District 50 signed the Agreement effective November 1, 1946, with the understanding that the application of Rule 4-E-3 (a) and Rule 5-J-1 had no connection whatsoever in regard to deadheading in electrified territory.

In conference with Management, at which time Mr. Frushour, General Manager of Long Island Rail Road, was present, it was agreed between Management and the Committee that Rule 4-E-3 (a) would apply daily in electrified territory. The fact that Management paid this claim from November 1, 1946, to March 1, 1947, is evidence that we were in agreement as to the application of Rule 4-E-3 (a).

I enclose papers in the case of Brakeman W. H. Philp covering claim for deadheading from Jamaica to Floral Park and return under Regulation 4-E-3 (a) which claim was allowed after being docketed with Superintendent E. L. Hoffman. (Letter dated May 6, 1947.)

Should you need further assistance in the processing of this claim, additional cases will be turned over to you.

Fraternally yours,

(s) J. E. KELTON
Chairman, District 50"

Encl.

"4-E-3. When deadheading is paid for separately and apart from service, payment therefor which includes necessary carfare expense, will be at the basic mileage or hourly rate of the service performed, as follows:

(a) Extra passenger trainmen deadheading on Company business in electrified territory, except between any of the following points, Jamaica, Brooklyn, Long Island City and New York, will be paid deadhead miles, on the basis of half miles. No compensation will be allowed for deadheading between any of the following points, Jamaica, Brooklyn, Long Island City and New York.

(b) Extra freight trainmen deadheading between points within the Metropolitan District will be allowed an arbitrary payment of one (1) hour and ten (10) minutes.

(c) Passenger trainmen, deadheading, except as specified in paragraph (a) of this Rule (4-E-3), shall be allowed a minimum day at the basic rate applicable to the service in connection with which deadheading is performed, unless actual time consumed is greater, in which event the latter amount will be allowed.

(d) Freight trainmen deadheading from a point outside the Metropolitan District to a point within the Metropolitan District, or vice versa, or between points outside of that district, shall be allowed a minimum day at the basic rate applicable to the service in connection with which deadheading is performed, unless actual time consumed is greater, in which event the latter amount will be allowed."

The mileage between Jamaica and terminals in electrified territory, as outlined in the joint statement of facts, is much less than the distance from Jamaica to outlying steam terminals with the exception of Oyster Bay:—

Montauk—106.8
 Greenport—85.
 Port Jefferson—48.1
 Ronkonkoma—39.
 Speonk—62.4
 Patchogue—44.9
 Oyster Bay—23.6

For this reason Paragraph (a) of Rule 4 -E-3 was inserted with the understanding that half miles would be paid daily and Rule 5-J-1 would not apply:—

"5-J-1. Extra trainmen sent away from their home terminals to outlying points will not remain there longer than one week at a time, unless the business requires it. This time limit may be reduced if mutually agreeable to the division officers and committee. Deadhead pay will be allowed only to the first trainman for the going trip and to the last trainman for the returning trip."

Management has contended that the employes cannot consistently argue that Babylon, being 27.6 miles from Jamaica and Oyster Bay only 23.6, is not an outlying terminal. The employes' contention is that due to inadequate train service to these eastern terminals, as referred to in Rule 8-G-1, extra road trainmen were paid from November 1, 1946, to March 1, 1947, under Rules 4-E-1 or 4-E-3 (c) and 5-J-1.

"8-G-1. Extra road trainmen who are dispatched to eastern terminals and have to lay overnight will receive bed orders from the proper officers of the Company for sleeping accommodations. This expense to be borne by the Company. Trainmen shall not be tied up at points where satisfactory and adequate eating and sleeping accommodations are not available."

"4-E-1. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined will be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading.

Deadheading included as a part of a regular assignment will be considered the same as service. When deadheading, not a part of a regular assignment, is to be performed in connection with service, trainmen will be advised whether service and deadheading are to be combined."

An extra man being deadheaded from Jamaica to cover an A.M. Run from Oyster Bay must deadhead on the following trains:

Train 500 leaving Jamaica at 12:45 A. M., arriving at Oyster Bay at 1:35 A. M.

Train 506 leaving Jamaica at 5:54 A. M., arriving at Oyster Bay at 7:13 A. M.

There are five runs leaving Oyster Bay—Run 108 to Run 112 inclusive, none of which can be covered by deadheading on Train 506 necessitating the extra man to deadhead on Train 500 and receive a bed order to sleep overnight at Oyster Bay. No bed orders are issued in electrified territory. An extra trainman deadheading to Babylon where there are fourteen (14) Runs may use any of the following trains:

Train 82 at 2:06 A. M.—Train 86 at 4:11 A. M.—Train 88 at 5:52 A. M.

Rule 8-G-1 does not apply to Babylon because it is electrified territory.

In conference regarding this case, the Management offered to compromise on some terminals in electrified territory as being outlying and others to be paid daily in accordance with paragraph (a) of Rule 4-E-3. Their position originally denying this case was that all terminals east of Jamaica were outlying and subject to Rule 5-J-1.

In further support of the employes' position in this case, the following letter to Mr. Kelton is quoted below:

"Mr. J. Earl Kelton, Chairman
United Mine Workers of America
District No. 50

May 6, 1947

Dear Sir:

Referring to the following subject which was informally discussed with you:

Claim of Brakeman W. H. Philip for payment of continuous time and miles deadheading, New York to Floral Park under Regulation 4-A-2 (b) as well as payment of one-half miles deadheading, Jamaica to Floral Park and return under Regulation 4-E-3 (a), November 19, 1946.

"Claim will be allowed as outlined above. Yourself and Claimant will be advised as to the amount of adjustment and payroll involved.

Yours truly

(s) E. L. HOFMANN
Superintendent"

Paragraph (a) of Rule 4-E-3 is exactly the same as Article XII, Section (a) of the Agreement entered into on March 1, 1948, between the Brotherhood of Railroad Trainmen and the Long Island Rail Road Company. During the negotiation of this Agreement, the Committee requested that this case be

paid and Article XIII, Section 21 be amended to except terminals in electrified territory. The Management refused to pay this case and we immediately agreed to leave this exception out of Article XIII, Section 21 feeling that your Honorable Board would, in justice to the claimants, pay this case.

All facts contained in this submission have been discussed with the Carrier. Oral hearings not desired unless requested by the Carrier.

POSITION OF TRUSTEES: The Trustees will show that:

I. There is an Agreement between the parties to this dispute governing the rules, rates of pay, and working conditions of the Claimants;

II. Under this Agreement the Claimants are not entitled to the compensation claimed;

III. Under the Railway Labor Act, the National Railroad Adjustment Board, First Division, is required to give effect to the said Agreement and to decide the present dispute in accordance therewith.

Each of the points of the Trustees' Position will be discussed in the order set forth above.

I. There is an Agreement Between the Parties to this Dispute Governing the Rules, Rates of Pay, and Working Conditions of the Claimants.

The Long Island Rail Road Company has entered into an Agreement with its Road Passenger Trainmen through their duly designated and authorized representatives which governs the rules, rates of pay, and working conditions of the said class of employes. This Agreement is known as the "Agreement Entered Into By and Between the Long Island Rail Road Company and Ticket Collectors and Road Passenger and Freight Brakemen, Employes of The Long Island Rail Road Company, Represented by District 50, Railroad Workers Industrial Union, United Mine Workers of America," effective November 1, 1946.¹

A copy of this Agreement is on file with your Honorable Board.

The Claimants herein are members of one of the classes of employes referred to and their rates of pay and working conditions are governed by the said Agreement. Consequently, in order to sustain their claim in this dispute, they must show that the Agreement on its face or as interpreted by the parties thereto provides that they are entitled to deadhead pay in the circumstances recited.

II. Under This Agreement the Claimants Are Not Entitled to the Compensation Claimed.

As set forth above in the Joint Statement of Facts, the question involved is whether deadheading should be paid to extra passenger trainmen sent from Jamaica to other terminals in electrified territory to fill vacancies in passenger service, for other than the first trainman going or last trainman returning on the vacancies in question.

The Agreement contains specific rules as to the compensation that will be allowed trainmen for deadheading. These are the 4-E Rules, which will be discussed hereinafter. However, the Agreement makes further provision in Rule 5-J-1 that "Deadhead pay will be allowed only to the first trainman for

¹ This Agreement has been superseded by one between the Carrier and the Brotherhood of Railroad Trainmen, effective March 1, 1948.

the going trip and to the last trainman for the returning trip," when extra trainmen are sent away from their home terminals to outlying points.

All extra passenger trainmen on the Long Island Rail Road have their home terminal at Jamaica, although many regularly assigned passenger crews lay-up at other points. Such other points are known as "outlying points." The General Chairman does not deny the application of Rule 5-J-1 to extra trainmen deadheading to outlying points in steam territory, but claims that the rule has no application to outlying terminals in "electrified territory."

As set forth in the Joint Statement of Facts, there are numerous terminals within electrified territory at which passenger train crews lay-up, other than Jamaica, and these are the points which the Employes claim are not covered by Rule 5-J-1. When an extra passenger trainman performs service at one of these points in electrified territory he is required to deadhead from and to Jamaica. The Carrier allows deadhead pay on an extended temporary vacancy only to the first man going and last man returning on the vacancy.

The Employes contend that the outlying points in electrified territory are not "outlying points" as that term is used in Rule 5-J-1, and consequently the Carrier is required to allow deadhead pay each day a vacancy is filled. For example, if a regularly assigned trainman with layover at one of the points mentioned, other than Jamaica, was off on account of personal reasons for a period of seven days, the Employes say that the Carrier must allow deadhead pay to extra trainmen each day of the vacancy for the going and return trip.

For a proper understanding of this dispute, it is necessary to review the provisions of the agreement that preceded the one now under discussion, insofar as it pertains to the deadheading of extra passenger trainmen.

Article No. 39 of the Agreement effective December 1, 1926, which was superseded by the Agreement of November 1, 1946, reads as follows:

"Regular assigned trainmen running light, or deadheading with or without caboose on a freight train, will be paid on the basis of their regular assignment. Regular assigned trainmen deadheading on a passenger train will be paid one-half the rate of the service which they are deadheading to perform except that deadheading to fulfill guarantee will be paid full mileage.

"Terminals for extra trainmen will be: Jamaica, for passenger trainmen, and Holban Yard for freight trainmen.

"Extra trainmen deadheading on Company's business will be paid deadhead mileage, except between any of the following points: Jamaica, Flatbush Avenue, Long Island City, Holban Yard and Pennsylvania Station.

"Deadheading to fill a temporary vacancy caused by the regular assigned trainman laying off of his own accord will not be paid for except as per paragraph 1 to fulfill guarantee.

"Deadheading will be paid for separately and independently of working service."

Article No. 39 provided that deadheading would not be paid to extra trainmen deadheading between Jamaica, Flatbush Avenue, Long Island City, Holban Yard and Pennsylvania Station. This provision, with some modification, is incorporated in the Agreement of November 1, 1946, referred to below.

Article No. 39 further provided that deadheading would not be paid to extra trainmen caused by regularly assigned **trainmen laying off of their own accord**. Thus, under the former Agreement, deadheading was not paid to extra trainmen for traveling to any outlying point where the reason therefor was the trainman laying off of his own accord.

This latter provision was not incorporated into the new Agreement, but Rule 5-J-1 was adopted.

Clearly, under Article No. 39 of the Agreement of December 1, 1926, all terminals were outlying points except Jamaica for passenger trainmen and Holban Yard for freight trainmen and the specifically excepted terminals are Flatbush Avenue, Long Island City and Pennsylvania Station in New York City. Otherwise, there would have been no point or reason in stating or enumerating the aforesaid excepted terminals. This was the clearly accepted practice and understanding between the Carrier and the representing Organization since December 1, 1926. The Agreement of November 1, 1946, made no change whatsoever in outlying points as they existed prior thereto.

The Agreement of November 1, 1946, makes provisions with respect to the payment of deadheading to trainmen in Rules 4-E-1, 4-E-2, 4-E-3, and 4-E-4. Rule 4-E-3 is the one of this group involved in the instant dispute, and reads as follows:

“When deadheading is paid for separately and apart from service, payment therefor which includes necessary carfare expense, will be at the basic mileage or hourly rate of the service performed, as follows:

(a) Extra passenger trainmen deadheading on Company business in electrified territory, except between any of the following points, Jamaica, Brooklyn, Long Island City and New York, will be paid deadhead miles, on the basis of half miles. No compensation will be allowed for deadheading between any of the following points, Jamaica, Brooklyn, Long Island City and New York.

(b) Extra freight trainmen deadheading between points within the Metropolitan District will be allowed an arbitrary payment of one (1) hour and ten (10) minutes.

(c) Passenger trainmen deadheading, except as specified in paragraph (a) of this Rule (4-E-3), shall be allowed a minimum day at the basic rate applicable to the service in connection with which deadheading is performed, unless actual time consumed is greater in which event the latter amount will be allowed.

(d) Freight Trainmen deadheading from a point outside the Metropolitan District to a point within the Metropolitan District, or vice versa, or between points outside of that District, shall be allowed a minimum day at the basic rate applicable to the service in connection with which deadheading is performed, unless actual time consumed is greater, in which event the latter amount will be allowed.”

The Employees contend that paragraph (a) of Rule 4-E-3 supports their contention. Rule 4-E-3 provides payment for deadheading when performed separately from service. It does not attempt to specify when deadheading will or will not be paid for. If Rule 4-E-3 applied to all deadheading when performed separately from service, then Rule 5-J-1 would be meaningless. It is obvious that Rule 4-E-3 must be considered in conjunction with Rule 5-J-1. Certainly the parties in incorporating Rule 5-J-1 into the Agreement intended that it should have an application and that in the use of the term “outlying points” it meant, with the exceptions specifically mentioned, all passenger terminals other than Jamaica.

Rule 4-E-3, in language similar to Article No. 39, provides that compensation will not be allowed for deadheading between Jamaica, Brooklyn, Long Island City and New York. It further provides that extra trainmen deadheading on Company business in electrified territory will be paid on the basis of half miles. However, this latter provision is clearly modified by Rule 5-J-1 to the extent that such deadheading to outlying points will accrue only

to the first man on the going trip and the last man on the return trip. Rule 5-J-1 does not except terminals in the electrified territory from its provisions, and consequently all terminals on this railroad at which passenger crews lay up, except Jamaica, are outlying points under the rule.

As a result of representational election held on April 28, 1947, the Brotherhood of Railroad Trainmen was certified as of May 6, 1947, to again represent Ticket Collectors and Road Brakemen, thus the Brotherhood represented Road and Yard Conductors, Ticket Collectors, Road and Yard Brakemen and Switch tenders.

Accordingly, on August 28, 1947, the B. of R. T. submitted a proposal to revise the Agreement of January 1, 1947, covering Road and Yard Conductors, Yard Brakemen and Switchtenders, to include Ticket Collectors and Road Brakemen. Included among the requested revisions was the following:

"ARTICLE XIII—SENIORITY

Section 16—ADD—It is understood that outlying terminals referred to in this Section does not include any terminal in electrified territory."

The fact that the Brotherhood made this request is in itself conclusive proof that they considered Article XIII, Section 16 of the Agreement of January 1, 1947 (the language of which is identical with that of Rule 5-J-1 of the Agreement of November 1, 1946) applicable to terminals within the electrified territory. In fact, they endeavored to negotiate a new rule which would exclude from the application of this rule, terminals within the electrified territory.

Further proof of the fact that the employes were aware and accepted the same application with respect to deadheading to terminals in the electrified territory as they did the steam terminals is to be found in the following typical illustration:

Brakeman M. A. Loeffler was absent from his assignment (run 207) from September 16, 1946, to and including September 23, 1946. His assignment was covered on the first day of the vacancy by Brakeman M. E. Doxtader who claimed "56 half miles for covering run 207 in place of M. A. Loeffler first day of timetable as extra man." This claim was denied by Passenger Train Master on September 23, 1946, and the Claimant was advised that since he had covered this assignment on the first day of the vacancy, he was only entitled to deadheading compensation for the going trip and he was compensated accordingly. No further action was taken concerning this matter.

This vacancy was covered on September 17, 1946, by Brakeman George Miller; on September 18th by Brakeman Walter Holewinski; on September 19th and 20th by Brakeman C. F. Miller; on September 21 by G. H. Wanser, none of whom made any claim for deadhead compensation.

On the 23rd, the vacancy was covered by Brakeman W. C. Gwynne, who made the following claim: "Claiming 14 miles Babylon Wye to Jamaica account extra man relieving M. A. Loeffler for the last day," which claim was allowed.

Attached hereto marked respectively Exhibits "A", "B", "C", "D", "E", "F" and "G", are photostatic copies of the time cards of the individuals referred to above.

The General Chairman contends that during a certain period, the Carrier paid claims such as described herein, and for that reason, these claims are payable. Following the adoption of the new Agreement, through a mis-

understanding of its provisions, the local supervision made payments, in error, to extra trainmen for deadheading in electrified territory, similar to payments requested in this claim. As soon as this error was detected, the practice was discontinued. Such claims were paid during the period November 1, 1946, to March 1, 1947, or a period of four months. The Carrier submits that this error should be disregarded in consideration of this dispute. The error in allowing deadhead payments in such circumstances does not bind the Carrier to thereafter make such over-payments. The error was discovered within a reasonable time and corrected. Furthermore, the payment made was directly contrary to Rule 5-J-1 of the Agreement.

In this connection, attention is directed to the provisions of Rule 5-G-1 hereinafter quoted¹, which provides that local agreements in conflict with any provisions of the Agreement containing Rule 5-J-1 are permissible only when approved by the General Manager and the Committee. No such approval was given to the over-payments herein referred to.

In Award 9795, Docket 16682, your Honorable Board declared, “*** a subordinate official could not bind the Carrier by an attempted commitment ***.”

In view of this, the Carrier again submits that the over-payments which were made in error should be disregarded in the consideration of this dispute.

It is respectfully submitted, therefore, that the Agreement provides no support for these claims but, on the other hand, the Agreement contains specific provisions as to the manner in which extra brakemen will be paid for deadheading to outlying points, and since the Claimants were not the first nor last trainmen deadheading to fill the vacancies involved, the claims were properly denied. The Carrier further submits that all terminals but Jamaica on this railroad, with the exceptions noted above, are outlying points to which the provisions of Rule 5-J-1 are applicable. Therefore, to sustain the claim in this instance, would have the effect of including in the Agreement a new and different rule not agreed to by the parties thereto, something we respectfully submit this Division has no authority to do. (Award 7057.)

III. Under the Railway Labor Act, the National Railroad Adjustment Board, First Division, is Required to Give Effect to the Said Agreement and to Decide the Present Dispute in Accordance Therewith.

It is respectfully submitted that the National Railroad Adjustment Board, First Division, is required by the Railway Labor Act to give effect to the said Agreement between the parties, and to decide the present dispute in accordance therewith.

The Railway Labor Act, in Section 3, First Subsection (i) confers upon the National Railroad Adjustment Board, the power to hear and determine disputes growing out of “Grievances or out of Interpretations or application of Agreements governing rates of pay, rules and working conditions.” The National Railroad Adjustment Board is empowered only to decide the said dispute in accordance with the Agreement between the parties to it. To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties of the Agreement. The Board has no jurisdiction or authority to take any such action.

The Carrier has established that the Claimants are not entitled to dead-head payments claimed since none of them were the first trainman on the going trip nor the last trainman on the returning trip.

¹ Rule 5-G-1 reads as follows: 5-G-1, Local Agreements which in any manner conflict with any of the provisions of this Agreement are permissible only when approved by the General Manager and the Committee.

Therefore, the Carrier respectfully submits that the Claimants have received all the compensation to which they are entitled under the Agreement between the Carrier and the class of employes of which they are members and respectfully requests your Honorable Board to dismiss the claim of the Employes in this matter.

FINDINGS: The First Division of the National Railroad Adjustment Board, upon the whole record and all the evidence, finds that the parties herein are carrier and employe within the meaning of the Railway Labor Act, as amended, and that this Division has jurisdiction.

Hearing was waived.

In considering the meaning and application of a contract, it is necessary to examine such instrument in its entirety. One clause, sentence, or paragraph may be interpreted one way if its intent and meaning is considered in the absence of all other parts thereof, while if considered in connection with all other parts, a limitation may be found or the true intent of the contract as a whole may be the opposite of that reached when consideration was given to the isolated clause, sentence, or paragraph.

Rule 5-J-1 applies to deadheading, and it is not limited to sections where the motive power is other than electricity.

The claimants have not shown that they are entitled to be paid under Rule 4-E-3(a).

The claims asserted in this docket must be denied.

AWARD: Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of FIRST DIVISION

ATTEST: (Signed) J. M. MacLeod
Executive Secretary

Dated at Chicago, Illinois, this 13th day of February, 1953.